

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

---

**REGULAR MEETING - TUESDAY, DECEMBER 20, 2011 - 10 A.M.**

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **PUBLIC HEARINGS:**
  - A Public Sale – Information/Discussion/Action for the public sale of an unnecessary public roadway being Smelter Street from Coplan to Silicate between blocks 16 and 17, as shown on the Plat of Arlington Heights, Gila County Recorded Map No. 31, and accept bids in the amounts of \$100.00 from Joe and Kathy Wilson, \$58.00 from Ronald and Chrisanna Attaway, and \$16.00 from Eugene Attaway. **(Steve Sanders)**
  - B Public Sale – Information/Discussion/Action for the public sale for a portion of Upper Pinal Creek Road as shown on Gila County Record of Survey Map 3841A-C, and accept bids in the amounts of \$30.00 from Allen Palmer, and \$15.00 from Robert and Doris Short. **(Steve Sanders)**
- 3 **REGULAR AGENDA ITEMS:**
  - A **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Flood Control District Board of Directors.)**  
Information/Discussion/Action to consider an appeal of the decision of the Gila County Floodplain Administrator to direct that a stop work order be issued for a fence that was begun without a floodplain use permit within the regulatory floodway of Ice House Canyon on parcel number 102-23-011H, owned by Ms. Margaret L. Brantley, based on the allegation that the building of a fence around her property does not violate the Gila County Floodplain Management Ordinance.  
**(Bryan Chambers/Darde de Roulhac)**
  - B Information/Discussion/Action to approve a variance from Section 5.2.C of the Gila County Floodplain Management Ordinance to allow Kathy Hunt to construct a 2400 square foot agricultural building to be used solely for storage of hay and tack with the lowest floor elevation approximately 5.3 feet below the regulatory flood elevation, and providing a degree of protection for the building by using flood-resistant materials below the regulatory flood elevation, and by providing permanent unobstructed openings to allow the water pressure to equalize on both sides of the walls to reduce the probability of wall collapse from water pressure. **(Steve Sanders/Darde de Roulhac) (Motion to adjourn as the Gila County Flood Control District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

- C Information/Discussion/Action to approve an Intergovernmental Agreement between Gila County (County) and Rim Country Education Alliance, Separate Legal Entity (SLE) wherein County agrees to sell and SLE agrees to purchase Parcel 2, Record of Survey 4004 consisting of 20.863 acres in Payson, AZ for \$600,000 subject to all terms and conditions in the IGA. **(Don McDaniel)**
- D Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 091511-1 for pavement marking on roads in Gila County; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Sanders)**
- E Information/Discussion/Action authorizing the listing of a 160'x40' metal structure located at 1342 E. Monroe Street, Globe, Arizona; a crane; and wash bay as surplus property to allow this property to be auctioned at a later date. **(Steve Stratton)**
- F Information/Discussion/Action to review all bids submitted for Call for Bids No. 110211-1 to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2012; award to the lowest, responsible and most qualified bidder; and authorize the Chairman's signature on the contract for the winning bidder. **(Marian Sheppard)**

4 **CONSENT AGENDA ACTION ITEMS:**

- A Approval of Amendment No. 7 to Contract No. 700518523 between Arizona Public Service and the Gila County Division of Community Services, Community Action Program, whereby Arizona Public Service will provide funding in an amount not to exceed \$106,429 for the repairs, reconditioning, replacement or restoration of deficiencies in a customer's qualified home in order to make such homes energy efficient (Weatherization Services), to eligible citizens residing in Gila County for the period January 1, 2012, through December 31, 2012.
- B Approval of Amendment No. 1 to Contract No. 07012011-12 between the Arizona Community Action Association and the Gila County Division of Community Services, Community Action Program, whereby Arizona Community Action Program will allocate additional Utility, Repair, Replacement and Deposit (URRD) Program funds in the amount of \$100,000 (\$92,593 for direct service and \$7,407 for program delivery) in order to provide additional URRD services to eligible families residing in Gila County for the period July 1, 2011, through June 30, 2012.
- C Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 061909-1 between Gila County and Payson Concrete & Materials, Inc., whereby the contractor will continue to provide chips, AB and asphalt for the repair and maintenance of Gila County Timber Region roads from December 17, 2011, to December 16, 2012.

- D Approval of Amendment No. 9 to Contract No. CMK0L090002 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to increase the total contract amount by \$215 for payment purposes. This Amendment completed Contract No. CMK0L090002 and the financial obligation was paid in full.
- E Authorization of the Chairman's signature on Amendment No. 2 to the Crew Use Contract dated November 28, 2011, between Gila County and the Arizona State Forestry Division to allow Gila County to expend up to the remaining \$44,022.08 from the original agreement of March 3, 2011, utilizing the Wild Land Fire Crews for removal of debris from Tonto Creek for the period December 1, 2011, through March 31, 2012.
- F Approval of the reappointments of the following as Judges Pro Tempore for both the Payson and Globe Regional Justice Courts: Rebecca Baeza, Peter DeNinno, J. Dee Flake, William Flower, John Huffman, Paul Julien, Paul Larkin, Ronnie O. McDaniel, and Gary Scales; the reappointment of John Perlman as Judge Pro Tempore for the Payson Regional Justice Court; and the appointments of Patricia Arnold and Don Calendar as Judges Pro Tempore for both the Payson and Globe Regional Justice Courts, all for the term of one (1) year (January 1, 2012, through December 31, 2012).
- G Acknowledge the resignation of Mitchell Holder from the Industrial Development Authority of Gila County Board of Directors as of August 16, 2011, and appoint Mickie Nye to fill Mr. Holder's unexpired term of office through May 14, 2013.
- H Approval of a request for a waiver of fees submitted by Lani Hall, on behalf of the U of A Gila County Cooperative Extension Office - 4-H Program, for the use of the Fairgrounds' Exhibit Hall and/or other areas at the Fairgrounds for all Gila County 4-H activities in 2012.
- I Approval of the November 2011 monthly departmental activity report submitted by the Payson Regional Constable's Office.
- J Approval of the October 2011 monthly departmental activity report submitted by the Recorder's Office.
- K Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 26, 2011, to December 2, 2011, and December 3, 2011, to December 9, 2011
- L Approval of finance reports/demands/transfers for the weeks of December 13, 2011, and December 20, 2011.

- 5     **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board’s jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.
- 6     At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

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

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

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

**ARF-1005**

**Regular Agenda Item 2- A**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

**Submitted For:** Steve Sanders,  
Public Works  
Division Deputy  
Director

**Submitted By:** Steve Sanders, Public Works Division  
Deputy Director, Public Works Division

**Department:** Public Works Division **Division:** Engineering

**Presenter's Name:** Steve Sanders

---

Information

Request/Subject

Public Sale for a portion of Smelter Street, that portion being from Coplan to Silicate between blocks 16 and 17, as shown on the Plat of Arlington Heights, Gila County Recorded Map No. 31.

Background Information

On August 15, 2011 during a regular meeting of the Board of Supervisors, the Board gave the approval to begin the process to dispose of an unnecessary public roadway being Smelter Street from Coplan to Silicate between blocks 16 and 17, as shown on the Plat of Arlington Heights, Gila County Recorded Map No. 31. Staff began the necessary notifications and public postings of the Board's decision.

There are three parcels of land that abut Smelter Street and all three landowners have submitted bids for the portion of Smelter Street adjacent to their property.

Joe and Kathy Wilson submitted a bid in the amount of \$100.00 for the portion of Smelter Street adjacent to their property. This bid meets the minimum requirements established by the current Gila County Policy on the abandonments of roadways in Gila County.

Ronald and Chrisanna Attaway submitted a bid in the amount of \$58.00 for the portion of Smelter Street adjacent to their property. This bid meets the minimum requirements established by the current Gila County Policy on the abandonments of roadways in Gila County.

Eugene Attaway submitted a bid in the amount of \$16.00 for the portion of Smelter Street adjacent to his property. This bid meets the minimum requirements established by the current Gila County Policy on the abandonments of roadways in Gila County.

Evaluation

This portion of Smelter Street exists only on paper as it has never been constructed. The topography of the land prevents the construction of the road. Other roads in the area provide access to the residents and public. The County will benefit from the sale of the road by having the property go on the County's tax rolls.

Conclusion

Since this road exists only on paper as it has never been constructed, it does not appear that the abandonment of this portion of Smelter Street will harm the County in our duty to provide access in the area to the residents and public now or in the future.

Recommendation

The Public Works Division Deputy Director recommends that Gila County accept bids from Joe and Kathy Wilson in the amount of \$100.00, Ronald and Chrisanna Attaway in the amount of \$58.00, and Eugene Attaway in the amount of \$16.00 for their portions of Smelter Street from Coplan to Silicate between blocks 16 and 17, as shown on the Plat of Arlington Heights, Gila County Recorded Map No. 31.

Suggested Motion

Public Sale – Information/Discussion/Action for the public sale of an unnecessary public roadway being Smelter Street from Coplan to Silicate between blocks 16 and 17, as shown on the Plat of Arlington Heights, Gila County Recorded Map No. 31, and accept bids in the amounts of \$100.00 from Joe and Kathy Wilson, \$58.00 from Ronald and Chrisanna Attaway, and \$16.00 from Eugene Attaway. **(Steve Sanders)**

---

Attachments

Notice of Sale

Bids Received

Legal Approval

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

**NOTICE IS HEREBY GIVEN** that STEVE SANDERS, Deputy Director of Gila County Public Works, in the County of Gila, State of Arizona, will sell at Public Sale on the 20<sup>th</sup> day December, 2011 at 10:00 o'clock the roadway as described in the attached EXHIBIT "A".

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

**TAKE FURTHER NOTICE** that the abutting owner can exercise preference rights before the proposed date of sale by written notice to MARIAN SHEPPARD, Chief Deputy Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501. Notice that any purchase offers must be received prior to November 30, 2011.

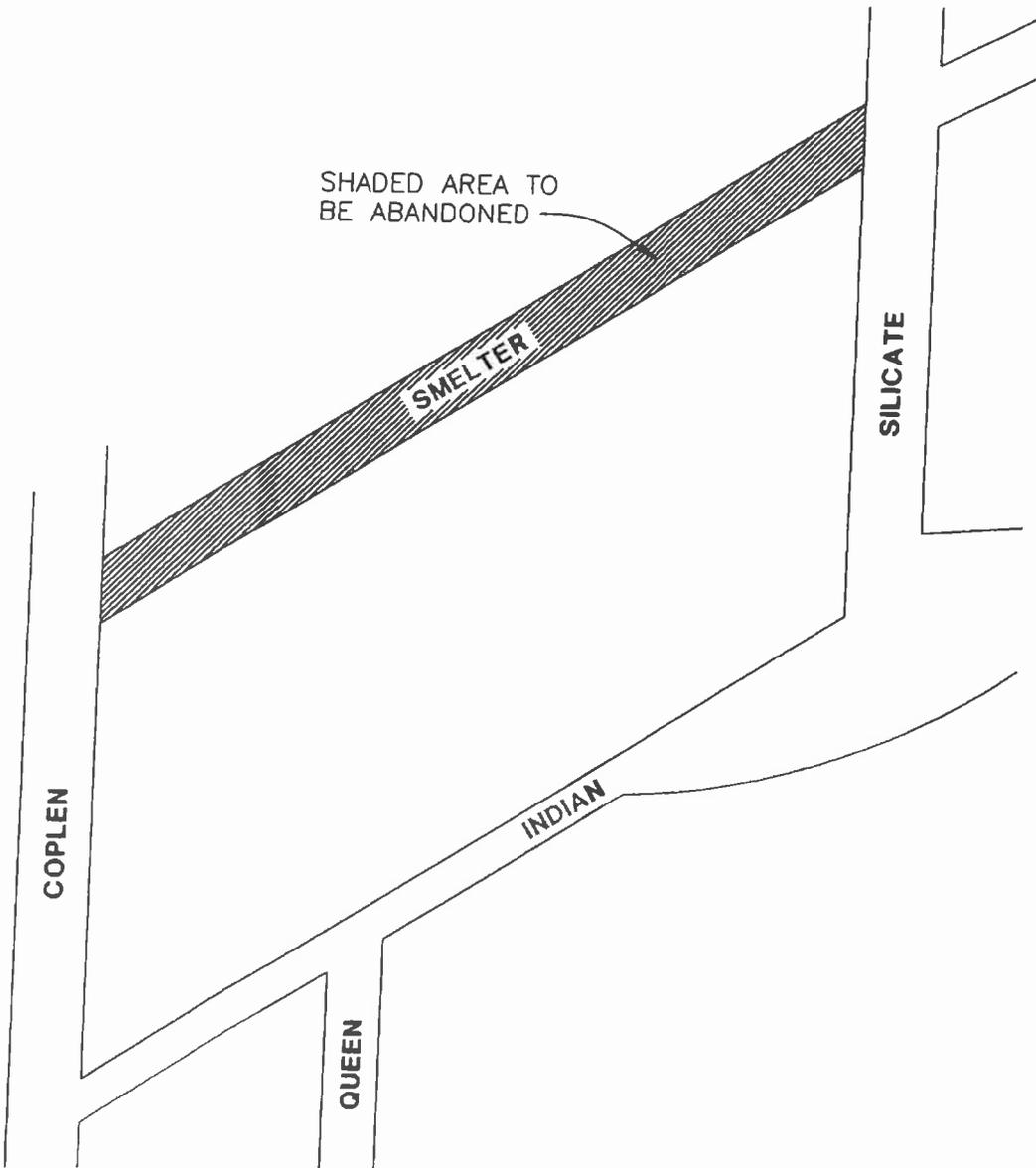
DATED this 19<sup>th</sup> day of October, 2011.

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

  
MARIAN SHEPPARD, Chief Deputy Clerk

EXHIBIT "A"

A portion of Smelter Street from Coplan Street to Silicate  
Between Blocks 16 and 17, as shown on the Plat of Arlington Heights,  
Gila County Recorded Map No. 31



**Affidavit of Publication**

**State of Arizona  
County of Gila**

**Sherri J. Davis**, or her authorized representative being first duly sworn deposes and says: That she is the General Manager of the Arizona Silver Belt and the San Carlos Apache Moccasin newspapers, located at 298 North Pine Street, Globe, Arizona 85501, or mail: P.O. Box 31, Globe, Arizona 85502.

The above stated newspapers are published weekly in Globe, in the State of Arizona, County of Gila and that the following described  legal, or  advertising was duly published.

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

**NOTICE IS HEREBY GIVEN** that STEVE SANDERS, Deputy Director of Gila County Public Works in the County of Gila, State of Arizona, will sell at Public Sale on the 20th day of December, 2011 at 10:00 o'clock the roadway as described in the attached EXHIBIT "A".

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

A printed copy of said legal or advertising is attached hereto and was published in a regular weekly edition of said newspaper (and not a supplement thereof) for 2 consecutive weeks in the  Arizona Silver Belt newspaper, and/or the  San Carlos Apache Moccasin newspaper.  
The dates of publication being as follows, to wit:

**November 23, 2011  
November 30, 2011**

*Sherri J. Davis*  
\_\_\_\_\_  
Sherri J. Davis  
General Manager

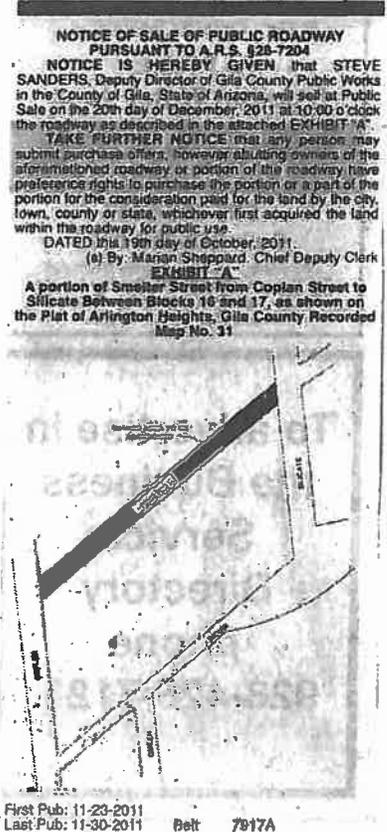
State of Arizona )  
                          ) ss:  
County of Gila    )

The foregoing instrument was acknowledged before me **November 30, 2011**, by Sherri J. Davis.

*Bethel Jean Baker*  
\_\_\_\_\_  
Notary Public



My Commission Expires:  
December 31, 2011



JOSEPH P WILSON  
KATHY S WILSON  
800 N SILICATE ST (928) 425-7445  
GLOBE, AZ 85501

7250

91-170/1221 AZ  
2276

10/25/11

Pay To The Order Of Gila COUNTY WORK \$ 100 <sup>00</sup>/<sub>100</sub> tx  
One hundred & 00/100

Bank of America  
ACH R/T 122101706

Kathy S Wilson

1400 East Ash Street  
Globe, Arizona 85501  
Phone (928) 402-8502  
Fax (928) 425-8104

VISION

October 17, 2011

Joseph P. and Kathy S. Wilson  
800 North Silicate Street  
Globe, AZ 85501

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

**NOTICE IS HEREBY GIVEN** that STEVE SANDERS, Deputy Director of Gila County Public Works, in the County of Gila, State of Arizona, will sell at Public Sale on the 20th day of December, 2011 at 10:00 o'clock the roadway described as follows:

**A portion of Smelter Street from Coplan to Silicate between blocks 16 and 17, as shown on the Plat of Arlington Heights, Gila County Recorded Map No. 31**

*Section IV, Paragraph B of the current guidelines for roadway abandonments in Gila County states: "Should the County choose to sell or vacate the roadway the County shall receive consideration commensurate with value of the abandoned roadway. Consideration based upon current assessed value of the land in the area shall be deemed commensurate with the value of the road. The County may also accept the certified appraisal of an Appraiser licensed in the State of Arizona as proof of consideration deemed commensurate with the value of the roadway. Any and all costs associated with the appraisal shall be at the expense of the applicant."*

**THEREFORE TAKE NOTICE** that any person may submit purchase offers, however, abutting owners of the roadway or portion of the roadway have preference rights to purchase the portion or part of the portion for the consideration paid for the land by the city, town, county or state, whichever first acquired the land within the roadway for public use. Based on the guidelines of Section IV you as abutting owner of the roadway the minimum bid the County will consider is \$74.00.

**TAKE FURTHER NOTICE** that the abutting owner can exercise preference rights before the proposed date of sale by written notice to Marian Sheppard, Chief Deputy Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501. Notice of Purchase must be received prior to **November 30, 2011**

W C TRAILER PARK, LLC  
666 BLAKE ST  
GLOBE, AZ 85501

1071

91-527/1221 1944  
1101820753

Dec 08 2011  
Date

Pay to the  
Order of

Gila County

\$ 58.00

Fifty eight and 00/100

Dollars



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

For

Ronald E. Attaway

VISION

1400 East Ash Street  
Globe, Arizona 85501  
Phone (928) 402-8502  
Fax (928) 425-8104

October 17, 2011

Ronald E. and Chrisanna L. Attaway  
607 W. Euclid Avenue  
Globe, AZ 85501

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

**NOTICE IS HEREBY GIVEN** that STEVE SANDERS, Deputy Director of Gila County Public Works, in the County of Gila, State of Arizona, will sell at Public Sale on the 20th day of December, 2011 at 10:00 o'clock the roadway described as follows:

**A portion of Smelter Street from Coplan to Silicate between blocks 16 and 17, as shown on the Plat of Arlington Heights, Gila County Recorded Map No. 31**

**Section IV, Paragraph B of the current guidelines for roadway abandonments in Gila County states:** "Should the County choose to sell or vacate the roadway the County shall receive consideration commensurate with value of the abandoned roadway. Consideration based upon current assessed value of the land in the area shall be deemed commensurate with the value of the road. The County may also accept the certified appraisal of an Appraiser licensed in the State of Arizona as proof of consideration deemed commensurate with the value of the roadway. Any and all costs associated with the appraisal shall be at the expense of the applicant."

**THEREFORE TAKE NOTICE** that any person may submit purchase offers, however, abutting owners of the roadway or portion of the roadway have preference rights to purchase the portion or part of the portion for the consideration paid for the land by the city, town, county or state, whichever first acquired the land within the roadway for public use. Based on the guidelines of Section IV you as abutting owner of the roadway the minimum bid the County will consider is \$58.00.

**TAKE FURTHER NOTICE** that the abutting owner can exercise preference rights before the proposed date of sale by written notice to Marian Sheppard, Chief Deputy Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501. Notice of Purchase must be received prior to **November 30, 2011**

W C TRAILER PARK, LLC  
866 BLAKE ST  
GLOBE, AZ 85501

10/2  
91-527/1221 1944  
1101620753

Dec 08 2011  
Date

Pay to the Order of Gila County \$ 16<sup>00</sup>  
Sixteen and 00/100 Dollars

Security Features Detailed on Back

1400 East Ash Street  
Globe, Arizona 85501  
Phone (928) 402-8502  
Fax (928) 425-8104

WELLS FARGO  
Wells Fargo Bank, N.A.  
Arizona  
wellsfargo.com

Ronald E. Attaway MP

For \_\_\_\_\_

SION

October 17, 2011

Eugene F. Attaway  
P.O. Box 125  
Globe, AZ 85502

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

**NOTICE IS HEREBY GIVEN** that STEVE SANDERS, Deputy Director of Gila County Public Works, in the County of Gila, State of Arizona, will sell at Public Sale on the 20th day of December, 2011 at 10:00 o'clock the roadway described as follows:

**A portion of Smelter Street from Coplan to Silicate between blocks 16 and 17, as shown on the Plat of Arlington Heights, Gila County Recorded Map No. 31**

**Section IV, Paragraph B of the current guidelines for roadway abandonments in Gila County states:** "Should the County choose to sell or vacate the roadway the County shall receive consideration commensurate with value of the abandoned roadway. Consideration based upon current assessed value of the land in the area shall be deemed commensurate with the value of the road. The County may also accept the certified appraisal of an Appraiser licensed in the State of Arizona as proof of consideration deemed commensurate with the value of the roadway. Any and all costs associated with the appraisal shall be at the expense of the applicant."

**THEREFORE TAKE NOTICE** that any person may submit purchase offers, however, abutting owners of the roadway or portion of the roadway have preference rights to purchase the portion or part of the portion for the consideration paid for the land by the city, town, county or state, whichever first acquired the land within the roadway for public use. Based on the guidelines of Section IV you as abutting owner of the roadway the minimum bid the County will consider is \$16.00.

**TAKE FURTHER NOTICE** that the abutting owner can exercise preference rights before the proposed date of sale by written notice to Marian Sheppard, Chief Deputy Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501. Notice of Purchase must be received prior to. **November 30, 2011**



## 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 attached to this agenda item 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.

### **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-1006**

**Regular Agenda Item 2- B**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

**Submitted For:** Steve Sanders,  
Public Works  
Division Deputy  
Director

**Submitted By:** Steve Sanders, Public Works Division  
Deputy Director, Public Works Division

**Department:** Public Works Division **Division:** Engineering

**Presenter's Name:** Steve Sanders

---

Information

Request/Subject

Public Sale for a portion of Upper Pinal Creek Road as shown on Gila County Record of Survey Map 3841A-C.

Background Information

On August 15, 2011 during a regular meeting of the Board of Supervisors, the Board gave the approval to begin the process to dispose of an unnecessary public roadway being a portion of Upper Pinal Creek Road. Staff began the necessary notifications and public postings of the Board's decision.

There are two parcels of land that abut the portion of Upper Pinal Creek Road being abandoned. Both landowners have submitted bids for the portion of Upper Pinal Creek Road adjacent to their property.

Allen Palmer submitted a bid in the amount of \$30.00 for the portion of Upper Pinal Creek Road adjacent to his property (205-20-016G). This bid meets the minimum requirements established by the current Gila County Policy on the abandonments of roadways in Gila County.

Robert and Doris Short submitted a bid in the amount of \$15.00 for the portion of Upper Pinal Creek Road adjacent to their property (205-20-016B). This bid meets the minimum requirements established by the current Gila County Policy on the abandonments of roadways in Gila County.

Evaluation

This portion of Upper Pinal Creek Road was acquired from the City of Globe in 2010. Shortly after acquisition this portion of Upper Pinal Creek Road was found to have a septic holding tank and associated features on it. County staff contacted the adjacent land owner of the holding tank to find out some history about this tank. It was discovered that this tank and its features were inadvertently placed on the City of Globe's property at some point in the past. This septic system serves several rental units located on parcel 205-20-016G. In discussion with said land owner, it was agreed by both parties that it would be not feasible to relocate the septic system. The land owner hired a contractor to locate the limits of the holding tank and lines within the new right-of-way. This location revealed that a portion of the lines installed were not only adjacent to said land owners property, but also the neighboring parcel (205-20-016B). The owner of the neighboring parcel was contacted and informed of the situation. This land owner was agreeable to acquiring the new right-of-way adjacent to his property and then quit claiming this back to the owner of the septic holding tank. Abandonment of this portion of Upper Pinal Creek Road will not impact the public using the road.

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

### Conclusion

It would be in the best interest of all parties involved to allow the portion of Upper Pinal Creek Road that contains the septic holding tank and lines to be abandoned. This will relieve the County of the burden of having this septic system within the right-of-way and allow the owner of the septic system the opportunity to have the whole system on property that he legally owns.

### Recommendation

The Public Works Division Deputy Director recommends that Gila County accept bids from Allen Palmer in the amount of \$30.00 and Robert and Doris Short in the amount of \$15.00 for their portions of Upper Pinal Creek Road as shown on Gila County Record of Survey Map 3841A-C.

### Suggested Motion

Public Sale – Information/Discussion/Action for the public sale for a portion of Upper Pinal Creek Road as shown on Gila County Record of Survey Map 3841A-C, and accept bids in the amounts of \$30.00 from Allen Palmer, and \$15.00 from Robert and Doris Short. **(Steve Sanders)**

---

### Attachments

Notice of Sale

Bids Received

Legal Approval

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

**NOTICE IS HEREBY GIVEN** that STEVE SANDERS, Deputy Director of Gila County Public Works, in the County of Gila, State of Arizona, will sell at Public Sale on the 20<sup>th</sup> day December, 2011 at 10:00 o'clock the roadway as described in the attached EXHIBIT "A".

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

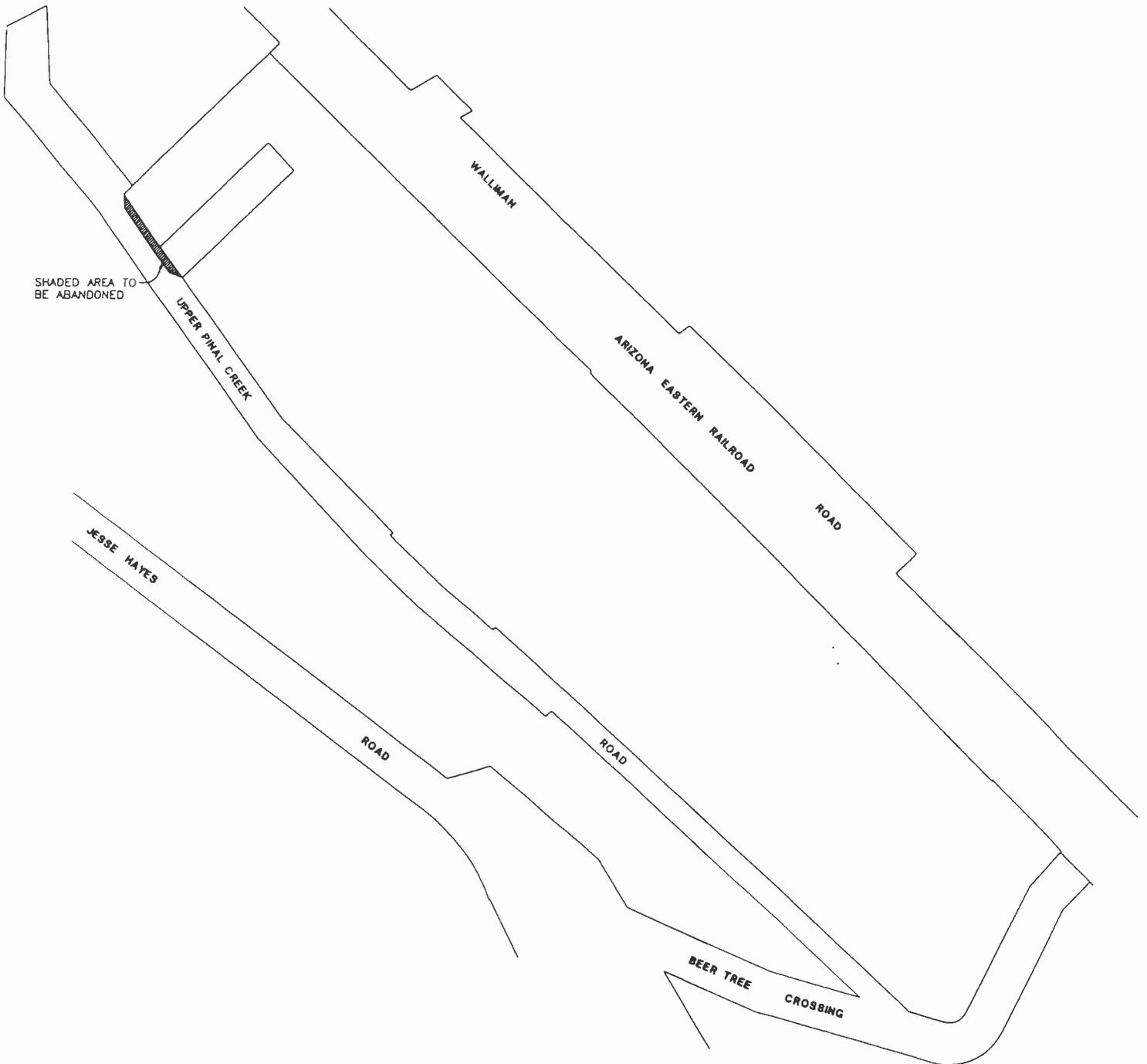
**TAKE FURTHER NOTICE** that the abutting owner can exercise preference rights before the proposed date of sale by written notice to MARIAN SHEPPARD, Chief Deputy Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501. Notice that any purchase offers must be received prior to November 30, 2011.

DATED this 12<sup>th</sup> day of October, 2011.

By:   
MARIAN SHEPPARD, Chief Deputy Clerk

EXHIBIT "A"

**A portion of Upper Pinal Creek Road  
as shown on Gila County  
Record of Survey Map 3841-C**





Notice to Purchaser: In the event this check is lost, misplaced or stolen, a sworn statement and 90 day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Date: NOVEMBER 28, 2011

91-1703221  
NAZ

Banking Center  
GLOBE

ALLAN PALMER  
Remitter (Purchased By)

\$ \*\*30.00\*\*

03-14-3774B 09-2005

Pay **\*\*THIRTY DOLLARS AND 00 CENTS\*\***

To The Order Of **\*\*MARIAN SHEPPARD, CHIEF DEPUTY CLERK\*\***  
**\*\*GILA COUNTY BOARD OF SUPERVISORS\*\***

*Sophia Sanchez*  
Authorized Signature

Bank of America, N.A.  
Phoenix, AZ

VOID AFTER 90 DAYS

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

Mr. Alan Palmer

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

**NOTICE IS HEREBY GIVEN** that STEVE SANDERS, Deputy Director of Gila County Public Works, in the County of Gila, State of Arizona, will sell at Public Sale on the 20<sup>th</sup> day of December, 2011 at 10:00 o'clock the roadway described as follows:

**A portion of Upper Pinal Creek Road as shown on  
Gila County Record of Survey Map 3841-C**

*Section IV, Paragraph B of the current guidelines for roadway abandonments in Gila County states: "Should the County choose to sell or vacate the roadway the County shall receive consideration commensurate with value of the abandoned roadway. Consideration based upon current assessed value of the land in the area shall be deemed commensurate with the value of the road. The County may also accept the certified appraisal of an Appraiser licensed in the State of Arizona as proof of consideration deemed commensurate with the value of the roadway. Any and all costs associated with the appraisal shall be at the expense of the applicant."*

**THEREFORE TAKE NOTICE** that any person may submit purchase offers, however, abutting owners of the roadway or portion of the roadway have preference rights to purchase the portion or part of the portion for the consideration paid for the land by the city, town, county or state, whichever first acquired the land within the roadway for public use. Based on the guidelines of Section IV you as abutting owner of the roadway the minimum bid the County will consider is \$30.00.

**TAKE FURTHER NOTICE** that the abutting owner can exercise preference rights before the proposed date of sale by written notice to Marian Sheppard, Chief Deputy Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501. Notice of purchase must be received prior to **November 30, 2011.**

ROBERT H SHORT  
DORIS D SHORT  
"RENTAL ACCOUNT"  
8125 E REMINGTON RD  
GLOBE AZ 85501-4059

224

91-170/1221 AZ  
2276

11-14-11  
Date

Pay  
to the order of

\$ 15<sup>00</sup>

fifteen Dollars & no/100

Dollars



Bank of America

ACH R/T 122101706

Memo ARS 28-7204

Doris D. Short

ISION

1400 East Ash Street  
Globe, Arizona 85501  
Phone (928) 402-8502  
Fax (928) 425-8104

October 17, 2011

Robert H. and Doris D. Short  
8125 E. Remington Road  
Globe, AZ 85501

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

**NOTICE IS HEREBY GIVEN** that STEVE SANDERS, Deputy Director of Gila County Public Works, in the County of Gila, State of Arizona, will sell at Public Sale on the 20th day of December, 2011 at 10:00 o'clock the roadway described as follows:

**A portion of Upper Pinal Creek Road as shown on  
Gila County Record of Survey Map 3841-C**

*Section IV, Paragraph B of the current guidelines for roadway abandonments in Gila County states: "Should the County choose to sell or vacate the roadway the County shall receive consideration commensurate with value of the abandoned roadway. Consideration based upon current assessed value of the land in the area shall be deemed commensurate with the value of the road. The County may also accept the certified appraisal of an Appraiser licensed in the State of Arizona as proof of consideration deemed commensurate with the value of the roadway. Any and all costs associated with the appraisal shall be at the expense of the applicant."*

**THEREFORE TAKE NOTICE** that any person may submit purchase offers, however, abutting owners of the roadway or portion of the roadway have preference rights to purchase the portion or part of the portion for the consideration paid for the land by the city, town, county or state, whichever first acquired the land within the roadway for public use. Based on the guidelines of Section IV you as abutting owner of the roadway the minimum bid the County will consider is \$13.00.

**TAKE FURTHER NOTICE** that the abutting owner can exercise preference rights before the proposed date of sale by written notice to Marian Sheppard, Chief Deputy Clerk of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501. Notice of Purchase must be received prior to. **November 30, 2011**



## 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 attached to this agenda item 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.

### **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-996**

**Regular Agenda Item 3- A**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

**Submitted For:** Darde DeRoulhac, Flood Control District Chief Engineer  
**Submitted By:** Darde DeRoulhac, Flood Control District Chief Engineer, Public Works Division

**Department:** Public Works Division **Division:** Floodplain

**Presenter's Name:** Bryan Chambers/Darde de Roulhac

Information

Request/Subject

Request by Margaret L. Brantley for the Board to reverse the decision of the Floodplain Administrator to issue a stop work order for the construction of a fence on her property, which lies within the regulatory floodway of Ice House Canyon, and which was begun without a floodplain use permit.

Background Information

As stated in the October 6, 2011, letter to Gila County from Thomas M. Thompson, attorney for Ms. Margeret Brantley, on or about April 29, 2011, the owner started to build a fence on a portion of the property line of parcel 102-23-011H. It was brought to the attention of the Gila County Community Development staff that trenches were being dug in preparation to construct a wall on a portion of the property noted above. The trenches were on land that lies within the regulatory floodway of Ice House Canyon, and therefore constituted "development" (as defined in the Gila County Floodplain Management Ordinance), which is subject to the provisions of that Ordinance.

Specifically, Section 5.8.C of the Gila County Floodplain Management Ordinance requires that the County "Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge." The term "development" is defined in Section 2.0 of the Ordinance to be "... any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, and storage of material and equipment located within the area of special flood hazard."

Gila County has not received the required engineering to show no rise in the flood levels from the construction of the proposed fence, an application for a floodplain use permit, or even a plan showing the type of construction or the exact locations of the proposed fence. When the Community Development staff in the Globe office advised the Floodplain Administrator that construction of a fence was proceeding in the floodway without a permit, the Floodplain Administrator authorized them to issue a stop work order.

The stop work order was intended to halt construction until it could be shown that the proposed fence would not cause a rise in the base (100-year) flood level, or to design a fence configuration that would not cause a rise in the base flood level. When either of the two

preceding conditions are satisfied, a floodplain use permit may be issued and the work would be allowed to proceed.

Section 6.2.B of the Gila County Floodplain Management Ordinance states that "The Floodplain Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance." Therefore, this item is respectfully submitted to the Board for consideration.

### Evaluation

The following is a comparison of the allegations made by Mr. Thompson and the interpretation of the requirements of the Gila County Floodplain Ordinance by the Floodplain Administrator:

Mr. Thompson:

"Prior to starting to build a fence, Owner's employee, Guillermo Thomas, contacted the Gila County Planning and Zoning Department regarding the need for a building permit. Mr Thomas was told that no permit was required if they were not building a retaining wall or a fence over six feet high. The fence in question was not a retaining wall and would not be over six feet high."

Floodplain Administrator:

The building permit is independent of the floodplain use permit. Because of differences between the Building Code and the FEMA regulations, there are differing requirements for when building permits and floodplain use permits are needed, and there is different terminology for describing when permits are needed, which can lead to misunderstandings if not read carefully.

Mr. Thompson:

"Owner's fence would not create a danger to health, safety or property."

Interpretive Note by Floodplain Administrator:

Section 3.11.A states that "It is unlawful for a person to engage in any development or to divert, retard, or obstruct the flow of waters in any watercourse regulated by this Ordinance if it creates a hazard to life or property without securing the written authorization of the Floodplain Board. ..." This appears to be an allegation that not creating a danger to health, safety or property is justification for not needing authorization.

Floodplain Administrator:

There are two issues: Firstly, it has not been proven that the proposed fence would NOT create a danger to health, safety or property; and Secondly, Ice House Canyon is a delineated floodplain, and the last part of Section 3.11.A states "... Where the watercourse is a delineated floodplain, it is unlawful to engage in any 'development' affecting the flow of waters without securing written authorization of the Floodplain Board." The fence would fall under the definition of "development," and written authorization would refer to either a floodplain use permit, authorized by delegation of authority from the Board to the Floodplain Administrator through the Ordinance, or a variance directly from the Board. Neither authorization was obtained. Therefore, the fence construction is an unlawful activity which may be abated, prevented or restrained by action of the Gila County Flood Control District (See Section 3.8 of the Ordinance).

Mr. Thompson:

"Owner's fence is not a structure as defined by Section 2.0 of the ordinance, and pursuant to Section 3.3 compliance is not required, since the fence is not a structure and the land is not being altered."

Floodplain Administrator:

It is agreed that structures are regulated as noted in Section 3.3, and that the fence is not a "structure" as defined in the Ordinance. Nevertheless, other sections of the Ordinance regulate "developments" which are not "structures." For example, Section 3.8 states: "Every new structure, building, fill, excavation, or development located or maintained within any area of special flood hazard after December 22, 1986 in violation of this ordinance is a public nuisance per se and may be abated, prevented or restrained by action of this political subdivision." This proposed fence falls under the definition of "development" in the Ordinance, and it is located within a regulated floodplain (more specifically, within a regulatory floodway). Section 3.11.A requires authorization before construction, Section 5.8.A requires an engineering analysis for development in a floodway to show that it would not cause a rise in the flood level before authorization may be issued (whether or not it is a "structure"), and Section 3.8 gives the Flood Control District authority to abate, prevent or restrain such violations. Section 3.9.A states that the Floodplain Administrator may take administrative action to abate a violation, which is exactly what was done via the stop work order.

### Conclusion

Based on the evidence presented, it appears that the Gila County Flood Control District does have regulatory authority over the construction of fences within regulatory floodways, and the the Floodplain Administrator, as an agent for the District, acted appropriately and within the scope of his authority to issue the stop work order for the fence, as part of an effort to bring the fence project into compliance with the Gila County Floodplain Management Ordinance.

### Recommendation

It is recommended that the decision of the Floodplain Administrator to issue a notice of violation be upheld, and that this fence construction project be required to comply with the provisions of the Gila County Floodplain Management Ordinance by submitting construction plans with accompanying engineering analyses to demonstrate that the proposed design would not cause a rise in the base flood elevation, and obtaining a floodplain use permit prior to construction.

### Suggested Motion

**(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Flood Control District Board of Directors.)** Information/Discussion/Action to consider an appeal of the decision of the Gila County Floodplain Administrator to direct that a stop work order be issued for a fence that was begun without a floodplain use permit within the regulatory floodway of Ice House Canyon on parcel number 102-23-011H, owned by Ms. Margaret L. Brantley, based on the allegation that the building of a fence around her property does not violate the Gila County Floodplain Management Ordinance.

**(Bryan Chambers/Darde de Roulhac)**

---

### Attachments

Appeal

102-23-011H

APPEAL OF NOTICE OF VIOLATION OF GILA COUNTY FLOOD PLAIN  
MANAGEMENT ORDINANCE

Margaret Brantley (hereinafter referred to as Owner) by and through her attorney, Thomas M. Thompson, whose property is located at 7470 East Brantley Court, Globe, Arizona (Gila County Assessor's parcel Number 102-23-011H) a residence located in the jurisdiction of Gila County, Arizona, appeals the Notice of Violation served on her May 2, 2011.

On or about April 29, 2011, Owner started to build a fence on the above described property.

Prior to starting to build a fence, Owner's employee, Guillermo Thomas contacted the Gila County Planning and Zoning Department regarding the need for a building permit. Mr. Thomas was told that no permit was required if they were not building a retaining wall or a fence over six feet high. The fence in question was not a retaining wall and would not be over six feet high.

On May 2, 2011 owner was served with a notice of violation that states "Any construction in the floodway requires engineering and a flood plain use permit."

Owner appeals the Notice of Violation. The building of a fence around her property does not violate the Gila County Flood Plain Management Ordinance.

RECEIVED

OCT 06 2011

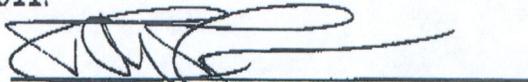
GILA CO. COM. DEV. FLOODPLAIN

Owner's fence would not create a danger to health, safety or property.

Owner's fence is not a structure as defined by Section 2.0 of the ordinance, and pursuant to section 3.3 compliance is not required since the fence is not a structure and the land is not being altered.

Therefore Owner requests that the Notice of Violation be dismissed and Owner be allowed to proceed with the construction of her fence.

Dated this 6<sup>th</sup> day of October, 2011.



Thomas M. Thompson  
Attorney for  
Margaret Brantley

The Original was hand delivered to the  
Flood Plain Board of Gila County this  
10<sup>th</sup> day of October, 2011.

A copy was hand delivered to the following:

The Gila County Planning and Zoning Department

Bryan Chambers  
Gila County Deputy County Attorney

this 6<sup>th</sup> day of October, 2011.

**ARF-995**

**Regular Agenda Item 3- B**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

**Submitted For:** Darde DeRoulhac, Flood Control District Chief Engineer  
**Submitted By:** Darde DeRoulhac, Flood Control District Chief Engineer, Public Works Division

**Department:** Public Works Division **Division:** Floodplain

**Presenter's Name:** Steve Sanders/Darde de Roulhac

Information

Request/Subject

Request from Kathy Hunt for a variance to the Gila County Floodplain Management Ordinance, to wet-floodproof an agricultural building in lieu of elevating the floor to or above the regulatory flood elevation, on Parcel Number 305-25-002H, in Young, Arizona.

Background Information

This request is being made under the provisions of Section 6.3.F of the Gila County Floodplain Management Ordinance for a variance to allow construction of a building detached from the residence, used solely for hay and tack storage, having no utilities, to be placed with the lowest floor elevation approximately 5.3 feet below the regulatory flood elevation. A variance is required, since the proposed building is larger than the 600 square feet presently allowed by the Ordinance as a maximum size accessory building that is allowed to be wet-floodproofed. The building is proposed to be placed in proximity of animals so that the ingress and egress would flow with daily activities of animal husbandry. This results in a location close to the Cherry Creek channel, and within the Cherry Creek 100-year floodplain. It is estimated that the building would be about 40 feet from the channel bank, within the 134-foot preliminary estimate of the erosion setback for an unprotected creek bank on this part of Cherry Creek. Mrs. Hunt stated that to elevate the building to the regulatory flood elevation (approximately 5.3 feet above grade) would make the intended use unfeasible.

Wet-floodproofing consists of constructing the building with flood-resistant materials below the regulatory flood elevation, and providing openings to allow water to pass through the walls to equalize water pressure on both sides of the walls to reduce the probability of wall collapse caused by water pressure. A minimum net area of approximately 17 square feet of permanent unobstructed opening is required by the ordinance to equalize the water pressure, with the bottom of the openings no more than one foot above grade. However, if flood waters rise quickly, larger openings could be required to pass enough water to maintain roughly equal pressure on both sides of the walls.

No plans have been submitted to provide details of the proposed building or openings.

Evaluation

Based on the best available information, the proposed elevation of the floor of the proposed building would be 5.3 feet below the regulatory flood elevation, which is defined as the base flood elevation (the water surface in a 100-year flood) plus one foot of freeboard.

There are a few issues that may be cause for concern:

1. No plans have been received to show the proposed construction.
2. No engineering has been received to provide a detailed analysis of erosion potential, and the location of the proposed building relative to the creek bank is closer than the State Standard preliminary estimate of the potential for creek bank erosion.
3. The flood water at this location can be deep and rapidly moving, and the building would not be safely accessible during the base (100-year) flood.
4. The depth of flow exceeds that for which wet-floodproofing has traditionally been used in Gila County. Because of the depth and velocity of the water, and the lack of construction plans, County staff cannot be reasonably certain that the standard floodproofing measures will be adequate to protect the structural integrity of the proposed building at this location.

### Conclusion

This proposed building is located in an area of potentially deep and rapid flow, exceeding the commonly encountered conditions where wet-floodproofing is used.

This proposed location is also within an area for which engineered bank protection would normally be required to protect a structure from erosion. No building plans have been submitted to show the proposed building construction. No engineering has been submitted to show that the standard opening sizes used for wet-floodproofing are adequate to protect this type of structure from deep, rapidly-flowing flood waters.

FEMA recognizes the unique needs of certain agricultural structures. Gila County staff desire the applicant to be able to construct this agricultural structure, but are desirous that the building be properly designed to ensure its structural integrity.

### Recommendation

Staff recommends that the Board approve this variance subject to the applicant providing engineering to show a design that ensures the protection of the structure from the flooding conditions expected at this location in a 100-year flood.

### Suggested Motion

Information/Discussion/Action to approve a variance from Section 5.2.C of the Gila County Floodplain Management Ordinance to allow Kathy Hunt to construct a 2400 square foot agricultural building to be used solely for storage of hay and tack with the lowest floor elevation approximately 5.3 feet below the regulatory flood elevation, and providing a degree of protection for the building by using flood-resistant materials below the regulatory flood elevation, and by providing permanent unobstructed openings to allow the water pressure to equalize on both sides of the walls to reduce the probability of wall collapse from water pressure. **(Steve Sanders/Darde de Roulhac) (Motion to adjourn as the Gila County Flood Control District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

---

### Attachments

Variance Request

## Request for Variance

Dear Darde DeRoulhac,  
Gila County Flood Plain Department

10-30-11

As property owners and tax payers of Parcels 305-25-002G, 305-25-002B, and 307-27-016M all contiguous properties amounting to 14.64 acres we would like to build a barn (agricultural storage) (non inhabitable structure) next to our corrals and holding pasture. This is a beautiful piece of property but most lies in what FEMA designates as floodway, floodplain or fringe way. There is but a small sliver of land that runs along Hwy 288 that is supposedly suitable for building, according to Fema Standards.

We have built our home and shop on land that was built up with a great amount of dirt work in this sliver but need to place our hay barn closer to the corrals. The property along the highway is so small it would not be conducive to building a barn, it would not be secure, there would be no ingress or egress and would not flow with daily activities of animal husbandry.



PROPERTY drops  
OFF at this  
point -



We built up the land under our house to meet the regulations and had a certified elevation benchmark as required by the flood plain department. The location of the barn is 6'6" lower than the floor level of the house. This is very close to the amount of fill brought in to build the house. Looking on the topo map it shows a large area that is mostly flat. Again shooting the elevation difference between the highway and build spot, it is 1'11" higher at the barn building

site than the property close to the highway. These figures come from using a building level we use in our construction business.



6' build  
UP -  
BARN  
building  
site

Our water way is Cherry Creek a seasonal waterway. There is a burm built up along the whole creek on both sides which in itself lowers any risk of flooding and washing a building.



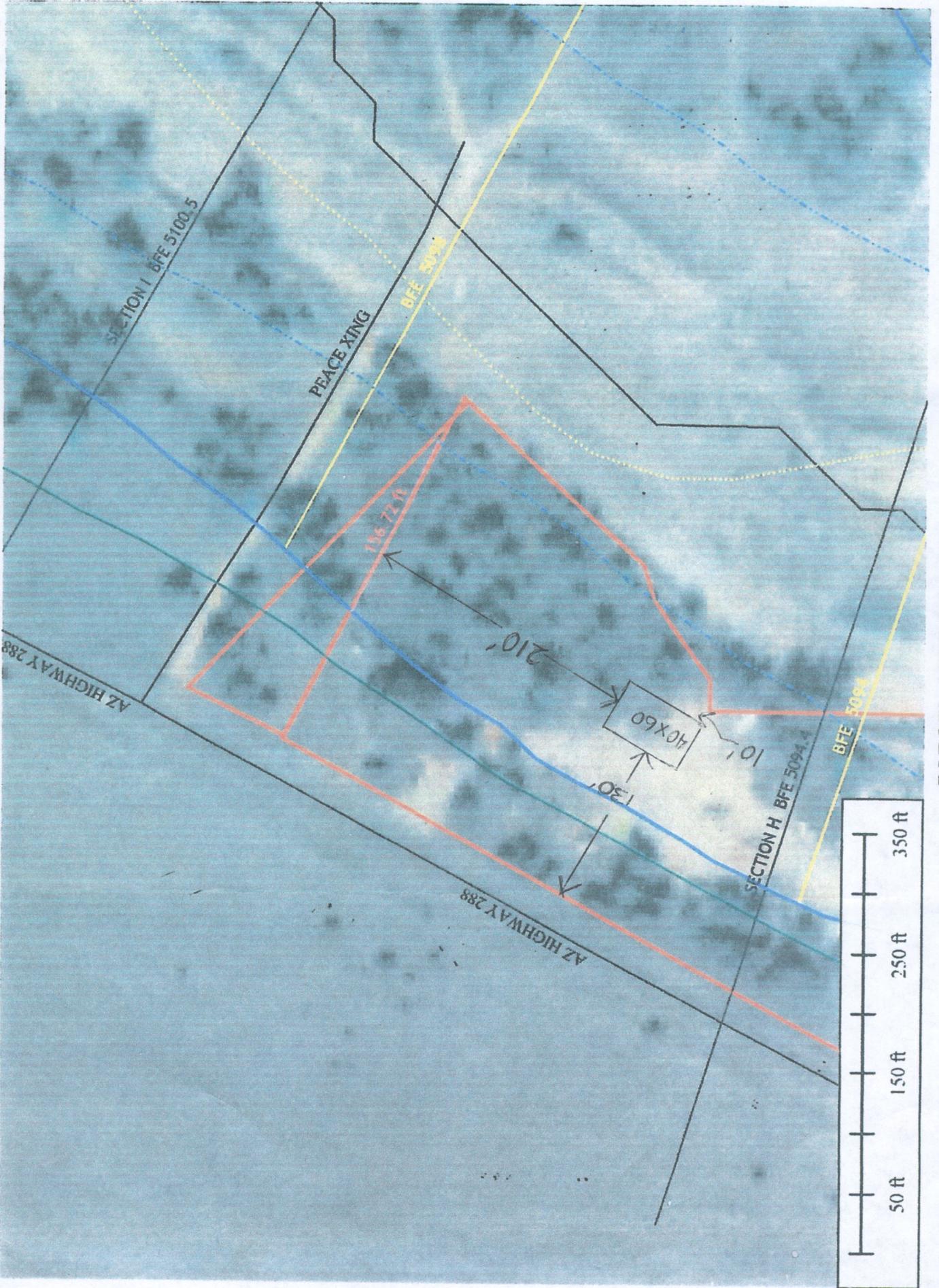
To do all that can be done to prevent any damaged building that in a worse case scenario may wash downstream we will have columns, footers and grade beams all built in native soil. We can put flow through vents as required by Gila County Flood Plain and doors where necessary.

Jeff and I would appreciate your consideration for variance on this issue.

Thank You,  
Kathy Hunt  
928 951-1617  
928 462-3583

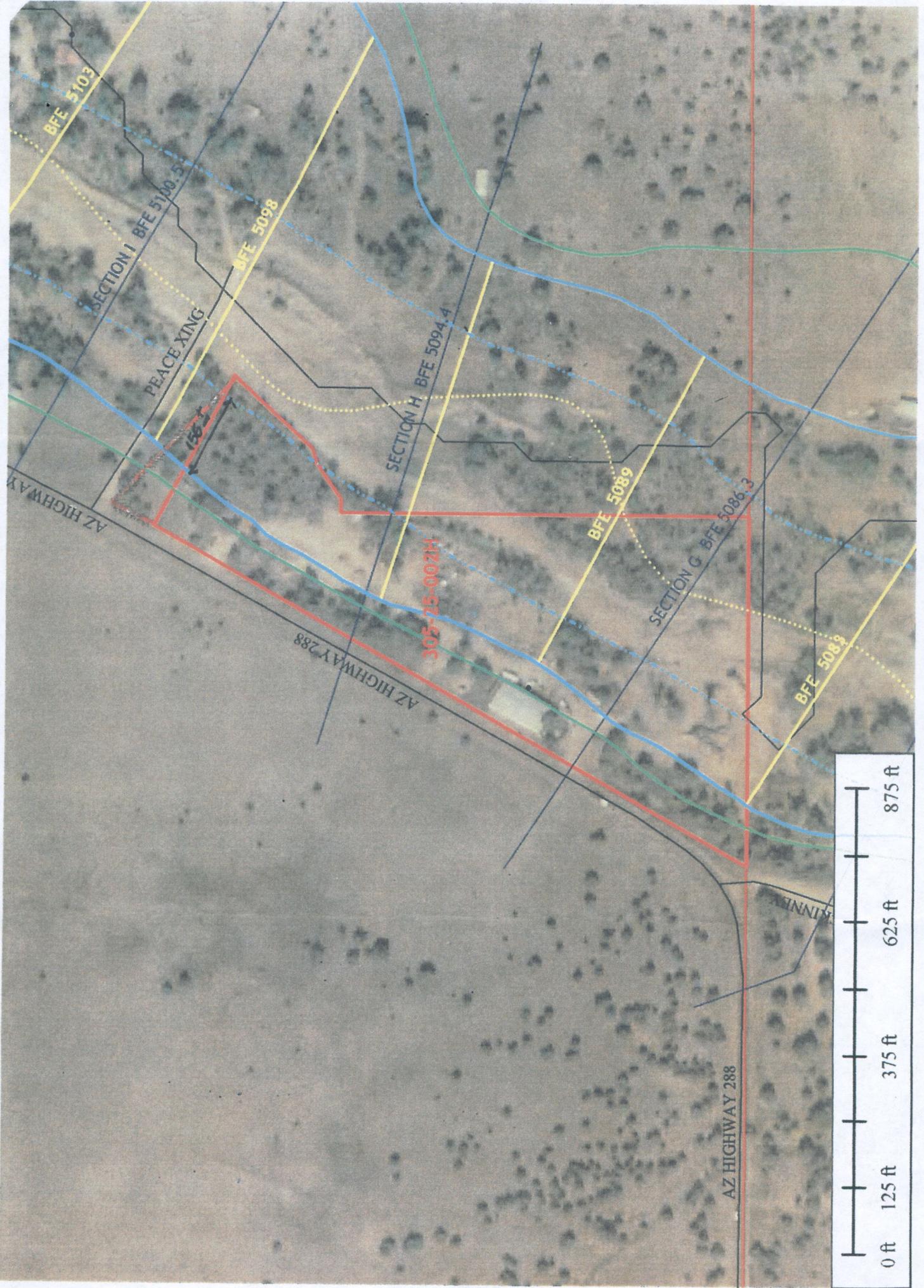
RECEIVED  
NOV 04 2011  
GILA CO FLOOD CTRL ENGR

305-25-002H -- HUNT -- CHERRY CREEK in YOUNG



PARCEL APPROXIMATE

**305-25-002H -- HUNT -- CHERRY CREEK in YOUNG**



**PARCEL APPROXIMATE**

**ARF-979**

**Regular Agenda Item 3- C**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

**Submitted For:** Don McDaniel Jr., County Manager  
**Submitted By:** Don McDaniel Jr., County Manager, County Manager

**Department:** County Manager

**Fiscal Year:** 2012

**Budgeted?:** No

**Contract Dates** 12/6/2011-1/31/12

**Grant?:** No

**Begin & End:**

**Matching** No

**Fund?:** New

**Requirement?:**

**Presenter's Name:** Don McDaniel

---

Information

Request/Subject

Intergovernmental Agreement between Gila County (County) and Rim Country Education Alliance (RCEA), Separate Legal Entity (SLE) wherein County agrees to sell and SLE agrees to purchase Parcel 2, Record of Survey 4004 consisting of 20.863 acres located generally at the northwest corner of State Route 260 and Tyler Parkway in Payson, Arizona.

Background Information

At its October 18, 2011, Regular Meeting, the Board of Supervisors authorized staff to proceed with the proper documentation and paperwork to quit claim the 22 acre Gila Pueblo campus and a portion of the 53.32 acre Payson campus to the Gila County Community College District (Provisional) and further authorized staff to prepare an Intergovernmental Agreement (Sales Agreement) between Gila County and the Rim Country Education Alliance, Separate Legal Entity to sell the remaining portion of the Payson campus to the RCEA, SLE.

On November 15, 2011, the Board of Supervisors transferred the Gila Pueblo Campus and 32.459 acres of the Payson Campus to the Gila County Community College District (Provisional) Board of Directors by Quit Claim Deed. The purpose of this item on the Board's agenda is to sell the remaining 20.863 acres to the SLE.

Evaluation

The attached Sales Agreement contains the following key provisions: 1) It is for the entire 20.863 acres. 2) The \$600,000 sales price is based upon the November 3, 2011, revised appraisal. 3) If within 3 years the SLE has not signed an agreement to proceed and has not strated construction on this property, Gila County shall have the right of first refusal to purchase the property for \$600,000.

Gila County staff and GCC staff have discussed a draft IGA that would transfer the proceeds of this sale to GCC. That IGA will be on the Board's agenda after the sale is

consumated and the funds are transferred to the County.

Staff believes that this Sales Agreement and the IGA with GCC fairly meet the needs of the three parties involved.

### Conclusion

Selling this property to the SLE to help them bring a 4-year university to Gila County is a worthy proposal. This Sales Agreement has been drafted in a manner that will protect the interests of Gila County, the Community College and the RCEA, SLE.

Having this Sales Agreement approved and signed by both parties will not automatically transfer title to the property from Gila County to the SLE. The financial arrangements and deed transfer remain to be worked out and agreed upon. Also, the SLE may have a need to perform an ALTA survey or obtain title insurance. Finally, the transaction will have to be recorded in the County Recorder's Office when finalized.

### Recommendation

The County Manager recommends approval of this Intergovernmental Agreement between Gila County (County) and Rim Country Education Alliance, Separate Legal Entity (SLE) wherein County agrees to sell and SLE agrees to purchase Parcel 2, Record of Survey 4004 consisting of 20.863 acres in Payson, AZ for \$600,000.

### Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement between Gila County (County) and Rim Country Education Alliance, Separate Legal Entity (SLE) wherein County agrees to sell and SLE agrees to purchase Parcel 2, Record of Survey 4004 consisting of 20.863 acres in Payson, AZ for \$600,000 subject to all terms and conditions in the IGA. **(Don McDaniel)**

---

### Attachments

IGA with Rim Country Educational Alliance SLE

Legal Approval

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**RIM COUNTRY EDUCATIONAL ALLIANCE, SEPARATE LEGAL ENTITY**

This agreement is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **GILA COUNTY**, hereinafter referred to as “**County**” and the **RIM COUNTRY EDUCATIONAL ALLIANCE, SEPARATE LEGAL ENTITY**, hereinafter referred to as “**SLE**.”

RECITALS

WHEREAS, as governmental entities, **County** and **SLE** are involved with similar activities and, pursuant to the previous of A.R.S. 11-251, et seq., and A.R.S. 11-951, et seq., may enter into intergovernmental agreements.

WHEREAS, **County** and **SLE** desire to enter into an agreement whereby **SLE** shall purchase from **County** the **Parcel 2, Record of Survey 4004, located at Payson, AZ., consisting of approximately 20.863 acres and herein referred to as “Parcel 2 ROS 4004”**;

WHEREAS, **County** and **SLE** believe that the purchase of Parcel 2 ROS 4004 will help Gila County in providing for development of a four year university which will aid the economic development of the County pursuant to A.R.S. 11-254,04 and 9-500.11;

WHEREAS, pursuant to A.R.S. 11-251(9), **County** with the unanimous consent of the Gila County Board of Supervisors desires to sell to **SLE** Parcel 2 ROS 4004;

WHEREAS, pursuant to A.R.S. 11-952-02(B), **SLE**, a separate legal entity, and **County**, political subdivision of the State of Arizona, have the governmental and proprietary powers that are common to the contracting parties;

WHEREAS, pursuant to A.R.S. 11-952-02(B)(3), **SLE** has secured financing to accomplish the purpose of this intergovernmental agreement.

**NOW THEREFORE**, for and in consideration of this agreement contained herein, it is agreed as follows:

1. **SLE** shall purchase Parcel 2 ROS 4004 from **County** for one hundred percent (100%) of the appraised value of the property.
2. **County** shall sell to **SLE** for **\$600,000.00**, Parcel 2 ROS 4004.

3. If **SLE** fails to enter into a signed agreement to proceed with and has not actually started construction of a facility for a four (4) year university within three (3) years of recording of the executed instrument conveying the property, or in addition, if **SLE** determines that it does not intend to or cannot proceed with the construction of a four (4) year university within three (3) years of recording the instrument conveying the property for any reason, **County** shall have 90 days from such failure, start or determination to exercise the right of first refusal to purchase for \$600,000 the land conveyed by these instructions/this instrument; and for \$50,000 any land purchased by **SLE** from the Town of Payson, that is contained within the boundaries of the land described above.
  
4. This agreement is subject to the cancellation provisions of A.R.S. 38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**GILA COUNTY (County)**

**RIM COUNTRY EDUCATIONAL ALLIANCE  
SEPARATE LEGAL ENTITY (SLE)**

\_\_\_\_\_  
Tommie C. Martin, Chairman, Board of Supervisors

\_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

DATE: 12-14-11

ATTEST:

ATTEST:

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

\_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_

State of Arizona  
County of Gila  
On this 14 day of DECEMBER, 2011,  
before me personally appeared and  
acknowledged that he/she executed the same.  
MICHAEL VOGEL  
\_\_\_\_\_  
Pam Fisher  
Notary Public

 **PAM FISHER**  
Notary Public - State of Arizona  
GILA COUNTY  
My Commission Expires  
September 28, 2015



**GILA COUNTY ATTORNEY**  
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item 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 such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

**Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs 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 IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA 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 IGA 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 IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper 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 IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA 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 IGA.

**ARF-993**

**Regular Agenda Item 3- D**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

Submitted For: Steve Sanders, Public Works Division Deputy Director

Submitted By: Valrie Bejarano, Contracts Support Specialist, Finance Department

Department: Public Works Division      Division: Roads

Fiscal Year: FY 2012      Budgeted?: Yes

Contract Dates 1-1-2012 to 12-31-2012      Grant?: No

Begin & End:

Matching No      Fund?: Renewal

Requirement?:

Presenter's Name: Steve Sanders

---

Information

Request/Subject

Contract Award for Bid No. 091511-1 for Pavement Marking

Background Information

The contract for pavement marking and paint purchase and application for roads in Gila County expired August 4, 2011. Bid 091511-1 was sent out to multiple contractors requesting a cost proposal to establish a new contract for the pavement marking services.

Evaluation

Bid No. 091511-1 for Pavement Marking was advertised on October 26 and November 2, 2011, and proposals were received on November 16, 2011. Award of this bid would allow for a contractor to provide materials, supplies, and the application of pavement marking on county roads.

Conclusion

It is the goal of the Public Works Department to award the contract for pavement marking to the lowest, most responsible and qualified bidder.

The proposal from Road Safe Traffic Systems is \$.067 per linear sq. ft. for both yellow and white paint with no discount applied for payment made within a specific amount of days.

The proposal from Traffic Safety Inc. is \$.068 per linear sq. ft. for both yellow and white paint and the contractor offers a 5% discount for payments made within 30 days which brings the proposal to \$.0646 per linear sq. ft.

Recommendation

After extensive review of submitted proposals it is recommended that the Board of Supervisors approve the award of Invitation of Bids No. 091511-1 to Traffic Safety Inc. for a term of one year from January 1, 2012 to December 31, 2012, with 2 one-year renewal options.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 091511-1 for pavement marking on roads in Gila County; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Sanders)**

---

Attachments

Bid Holder List Bid No. 091511-1

Bid Tabulation for Bid 091511-1

Contract 091511-1 Pavement Marking

Solicitation 091511-1 Sign In Sheet

Legal Approval

GILA COUNTY



BID Title: Pavement Marking

BID No.: 091511-1

Due Date: November 16, 2011

11:00 AM

BID HOLDER LIST

FIRM NAME	MAILING ADDRESS	TELEPHONE	CONTACT NAME	DATE	PLANS	ADDENDUM
IBT Plan Room	tony@idtplans.com content@idtplans.com	520-319-0988 #1	Tony Munoz	10/26		
Traffic Safety Inc.	russel@cableone.net rsi@ffite@yahoo.com	928-775-0813	Russel Hardy	10/27		
Pavement Marking Inc.	db@pmiez.com	480-598-0872	Doug Skunskill	10/27		
Precision Striping Inc.	sandybeach356@cox.net	480-860-1190	Sandy	10/27		
Franklin Striping Inc.	june@franklinstriping.com	480-898-1180	June	10/27		
Highway Technologies Inc.	Michael.Florechuy-tech.com	480-477-5898	Michael Flore	11/1		
RoadSafe Traffic Sys.	phowalezyk@roadsafetraffic.com	602-243-1218 #107	Phil Kowalezyk	11/7		
Road Marking	shermierz.net al@ermierz.net	480-966-4340	Steve Hessney	11/9		



R  
A  
N  
K  
I  
N  
G

**BID TABULATION FORM**



**GILA COUNTY**

**BID**

**TITLE:** Pavement Marking

**BID**

**DUE**

**NO.:** 091511-1

**DATE:** November 16, 2011

11:00 AM

	<b>BIDDER FIRM NAME</b>	<b>BID AMOUNT</b>	<b>COMMENTS</b>
	Road Safe Traffic Systems	White = .067 Yellow = .067	No discount proposed
	Traffic Safety Inc.	White = .068 Yellow = .068 (.0646)	5% discount if paid w/in 30 days of invoice. (.0646)
	Pavement Marking, Inc.	White = .09 Yellow = .09	No discount proposed
	Highway Technologies Inc.	White = .12 Yellow = .12	No discount proposed

**GILA COUNTY**  
**NOTICE OF INVITATION FOR BID**



**SOLICITATION NUMBER**  
**091511-1**  
**PAVEMENT MARKING**

<b>Content</b>	<b>Page</b>
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions .....	4
Section 3: Special Terms & Conditions.....	9
Section 4: Instructions to Submitters .....	14
Contract Forms: .....	Attachments "A-I"



**SOLICITATION NO. 091511-1****SECTION 1  
SPECIFICATIONS****1. Purpose**

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase and application of yellow and white pavement marking to various Locations throughout the County, in all accordance with the specifications and general requirements identified below.

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

**2. Product Specifications**

- a) County will pre-sweep the areas to be striped prior to the application of the paint. Pavement markings shall be applied when the pavement surface is clean and dry.
- b) Striping machine shall be truck-mounted with appropriate amber warning beacons.
- c) Once a mobilization for striping work is started, it shall be completed at that time. Contractor will provide his own yard for parking, maintenance and storage of all equipment.
- d) Contractor will provide barricading, traffic control and signing appropriate to advise drivers to stay-off wet paint. Claims of paint damage to vehicles will be referred to the Contractor.
- e) Paint shall be applied at the rate of 250 to 300 feet per gallon.
- f) Yellow stripe shall be 4" in width with beads. Where skip dash is applied, the dash will be 10' long with a 30' skip.
- g) All centerline striping will be 4" wide painted double yellow stripe with beads.
- h) All shoulder striping will be 4" wide painted single white stripe with beads.
- i) Glass beads shall be mechanically applied onto the wet paint at the rate of 6-8 lbs. per gallon of paint. (Hand spreading will not be allowed.)
- j) No glass beads will be allowed in the pavement marking paint prior to the paint application.
- k) Paint used will be water-based paint for road striping.
- l) All work and materials shall conform in its entirety to Section 708 (and current revisions) of the Standard Specifications for Road and Bridge Construction, ADOT Highways Division, 2000 edition.
- m) Work area to be cleaned immediately following completion of the work at each location to the satisfaction of the County Road Manager

3. Equipment

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

The Contractor's vehicles and mobile equipment shall be clearly marked with company name and/or logo and an identification number.

4. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County

**SOLICITATION NO. 091511-1****SECTION 2****GENERAL TERMS AND CONDITIONS****Award Contract**

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

**Protests**

Only other bidders who have submitted a bid for this IFB have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

- A. The name, address and telephone number of the protester.
- B. The signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.
- F. All Protest shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

**SOLICITATION NO. 091511-1****Laws and Ordinances**

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

**OFFERORS AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Invitation for Bid issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

**Contract Amendments**

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

**SOLICITATION NO. 091511-1****Contract Default**

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

**Right to Assurance**

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

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

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

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

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

**SOLICITATION NO. 091511-1**

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

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

**Compensation and Method of Payment**

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

**Payment of Taxes**

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

**IRS W-9 Form**

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

**Purchase Orders**

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

**SOLICITATION NO. 091511-1****Force Majeure**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

**Warranties**

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

**General**

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

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

**SOLICITATION NO. 091511-1****SECTION 3  
SPECIAL TERMS AND CONDITIONS**1. Term of Contract

The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.

2. Contract Extension

The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

3. Changes

The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.

4. Bid Evaluation

In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.

5. Invoicing

Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Applicable taxes
- Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

**SOLICITATION NO. 091511-1****6. Prompt Payment Discount**

Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

**7. Quantities**

Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

**8. Price Reduction**

A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

**9. Price Adjustment**

Prices for each product will be the Contractor's invoiced cost per unit plus reasonable profit, including delivery charge to the designated sites listed in these specifications.

Prices quoted shall remain in effect for the first twelve (12) months of the contract unless specifically stated in individual contracts. The exception will be any price reduction which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction. Should the Contractor's costs be increased by suppliers beyond a reasonable amount during the life of the awarded contract, the Board of Supervisors may accept or reject price increases and continue or discontinue the contract for the remaining period originally awarded the Contractor.

Pricing for any extensions of the contract beyond the twelve (12) months will be the Contractor's invoiced cost per unit plus reasonable profit and delivery costs. Profit and delivery costs for the extension(s) may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisors' approval prior to any such extension. The Gila County Board of Supervisors reserves the right to audit the Contractor's financial records to determine the need for all proposed price increases.

The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the Supplier charges other buyers for similar quantities under similar conditions.

**10. Ordering**

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.

**11. Delivery**

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.

**SOLICITATION NO. 091511-1****12. Warranty**

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

**13. Multiple Award**

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

**14. Vendor Registration**

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "D" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

**15. Contract Administration**

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Steve Sanders, (928)402-8530.

**16. Indemnification**

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**17. Insurance Requirements**

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

**SOLICITATION NO. 091511-1**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

▪ General Aggregate	\$2,000,000
▪ Products – Completed Operations Aggregate	\$1,000,000
▪ Personal and Advertising Injury	\$1,000,000
▪ Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

**2. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor**".

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**SOLICITATION NO. 091511-1**

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**SOLICITATION NO. 091511-1****SECTION 4  
INSTRUCTIONS TO SUBMITTERS**

**IMPORTANT: SECTION 4, INSTRUCTIONS TO CONTRACTORS AND SECTION 2, CONTRACTORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.**

**Preparation of Bid**

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

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "G".

**SOLICITATION NO. 091511-1**

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

**Inquires**

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

**Late Offers**

Any Bid received later than the date and time specified on notice for Sealed Bid will be returned unopened. Late offers shall not be considered. Any Contractor submitting a late Bid shall be so notified.

**Submittal Bid Format**

**It is requested that One (1) Original and One (1) copy (2 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid.**

The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

**SOLICITATION NO. 091511-1**

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

**REQUIRED ATTACHMENTS:****Offer and Contract Award**

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

**Qualification and Certification**

Complete and submit all information requested on Attachment "B".

**Price Sheet**

Complete and submit all information requested on Attachment "C".

Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

**References**

Complete and submit all information requested on Attachment "D".

**I.R.S. W-9**

Complete and submit all information requested on Attachment "E".

In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

**Non-Collusion Affidavit**

Complete and submit all information requested on Attachment "F".

**Intentions Concerning Subcontracting**

Complete and submit all information requested on Attachment "G".

**SOLICITATION NO. 091511-1****Legal Arizona Workers Act Compliance**

Complete and submit Attachment "H".

**Checklist and Addenda Acknowledgment**

Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

**Bid Submission**

- Offers shall be submitted in a sealed envelope and a *minimum of **Two (2) copies, all with original signatures*** shall be provided by the Contractor.
- The words "INVITATION FOR BID" with BID TITLE "PAVEMENT MARKING", BID NO, "091511-1", DATE "NOVEMBER 16, 2011", and TIME "11:00 AM" of Bid opening shall be written on the envelope.
- The name of the Firm submitting the bid shall be written on the outside of the envelope.
- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"



OFFER AND CONTRACT AWARD

Gila County  
1400 E. Ash Street  
Globe, Arizona 85501  
(928)424-3236

Board of Supervisors

Tommie C. Martin, District I  
Michael A. Pastor, District II  
Shirley L. Dawson, District III

SOLICITATION NO. 091511-1

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: 13-034136 P

Federal Employer Identification

No.: 860 816 403

For clarification of this offer, contact:

Russel Hardy

Printed Name

russele@cablone.net

Email Address

tsioffice@yahoo.com

Company Email Address

Traffic Safety Inc.

Offeror's (Company) Name

8901 E Laredo Dr.

Address

Prescott Valley AZ 86314

City

State

Zip

928-775-0813

Phone

928-772-8570

Facsimile

Signature of Person Authorized to Sign Offer

Russel Hardy 11/16/2011

Printed Name

Date

President

Title

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

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. 091511-1

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

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

\_\_\_\_\_  
Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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

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

ATTACHMENT "B"

**QUALIFICATION & CERTIFICATION FORM**

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

**SOLICITATION NO. 091511-1**

**Purpose**

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

**PAVEMENT MARKING**

The Contractor submitting this Bid warrants the following:

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

Traffic Safety Inc  
8901 E Laredo Dr  
Prescott Valley, AZ 86314

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?  
       Yes   X   No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?        Yes   X   No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)?        Yes   X   No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor Experience Modifier (e-mod) Rating in Arizona:   1.05    
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. Current Arizona Contractor License Number:   114646 AE

RH  
Signature of Authorized Representative  
Russel Hardy  
Printed Name  
President  
Title



ATTACHMENT "D"

**REFERENCES**

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

**SOLICITATION NO. 091511-1**

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

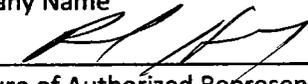
Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

1. **Company:** Yavapai County  
**Contact:** Joe Valdez  
**Phone:** 928-899-0844  
**Address:** 1015 Fair Street Prescott AZ 86305

2. **Company:** Town of Prescott Valley  
**Contact:** Ken Stanton  
**Phone:** 928-759-3089  
**Address:** 7501 E. Civic Circle Prescott Valley AZ 86319

3. **Company:** Gila County  
**Contact:** Steve Sanders  
**Phone:** 928-402-8530  
**Address:** 1400 E Ash Street Globe, AZ 85501

Traffic Safety Inc  
Company Name

  
Signature of Authorized Representative Russel Hardy

President  
Title

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

*Print or type  
See Specific Instructions on page 2.*

Name (as shown on your income tax return) Traffic Safety Inc.

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) 8901 E Laredo Dr Requester's name and address (optional)

City, state, and ZIP code Prescott Valley, AZ, 86314

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number  
860 816 403

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶

*Russel Hardy*

Date ▶

11/16/2011

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT "F"

**NON-COLLUSION AFFIDAVIT**

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

**SOLICITATION NO. 091511-1**

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA )  
 )ss  
COUNTY OF: Yavapai )

Russel Hardy  
\_\_\_\_\_  
(Affiant)

the President  
\_\_\_\_\_  
(Title)

of Traffic Safety Inc. and  
\_\_\_\_\_  
(Contractor)

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

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

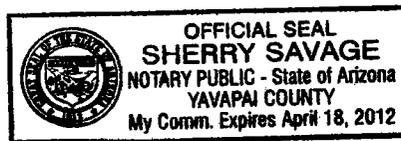
Russel Hardy  
\_\_\_\_\_  
(Signature) Russel Hardy  
President  
\_\_\_\_\_  
(Title)

Subscribed and sworn before me this  
16<sup>th</sup> Day of November, 2011

Sherry Savage  
\_\_\_\_\_  
Signature of Notary Public in and for

the County of Yavapai

State of Arizona



ATTACHMENT "G"

**INTENTIONS CONCERNING SUBCONTRACTING**

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

**SOLICITATION NO. 091511-1**

At the time of submission of bids for Invitation for Bid No. 091511-1 Pavement Marking, my intention concerning subcontracting a portion of the work is as indicated below.

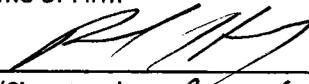
In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and ROC number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

- It is my intention to subcontract a portion of the work.
- It is not my intention to subcontract a portion of the work.

Traffic Safety Inc.  
Name of Firm

  
By: (Signature) Russel Hardy  
President  
Title

ATTACHMENT "H"

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

**SOLICITATION NO. 091511-1**

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

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

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

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

*Russel Hardy*  
\_\_\_\_\_  
Printed Name

*President*  
\_\_\_\_\_  
Title

ATTACHMENT "I"

**CHECKLIST AND ADDENDA ACKNOWLEDGEMENT**

Gila County  
1400 East Ash Street  
Globe, Arizona 85501

**SOLICITATION NO. 091511-1**

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

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED / EXECUTED**

Offer & Contract Award (attachment A)

✓/✓

Qualification & Certification Form (attachment B)

✓/✓

Price Sheet (attachment C)

✓/✓

References (attachment D)

✓/✓

IRS W-9 Form (attachment E)

✓/✓

Non-Collusion Affidavit (attachment F)

✓/✓

Intentions Concerning Subcontractors (attachment G)

✓/✓

Legal Arizona Works Act Compliance (attachment H)

✓/✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

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

Signed and dated this 16<sup>th</sup> day of November, 2011

Traffic Safety Inc.  
CONTRACTOR:

RH  
BY: Russel Hardy

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 091511-1 Pavement Marking. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before November 16, 2011, 11:00 PM MST.

GILA COUNTY



SOLICITATION SIGN-IN-SHEET

PAGE 1 OF 1

Solicitation No 091511-1 Due Date 11/16/2011 Time 11:00 AM
Title Pavement Marking

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

Name Pavement Marking Date Rec'd 11/15 Time Rec'd 3:10 PM
Comments

Name Traffic Safety Date Rec'd 11/16 Time Rec'd 8:25 AM
Comments

Name Highway Technologies Inc. Date Rec'd 11/14 Time Rec'd 3:10 PM
Comments

Name Road Safe Traffic Sys. Date Rec'd 11/16 Time Rec'd 10:46 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



## 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 attached to this agenda item 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.

### **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-997**

**Regular Agenda Item 3- E**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

Submitted For: Steve Stratton, Public Works Division Director      Submitted By: Valrie Bejarano, Contracts Support Specialist, Finance Department

Department: Public Works Division      Division: Administration

Fiscal Year: 2012      Budgeted?: Yes

Contract Dates 2012      Grant?: No

Begin & End:

Matching No      Fund?: New

Requirement?:

Presenter's Name: Steve Stratton

---

Information

Request/Subject

Request to Declare the Former Auto Equipment Maintenance Shop Building, a Crane & Wash Bay as Surplus

Background Information

Beginning January 2012 the County Auto/Shop/Fleet Department will start to move to the new shop building location on Besich Blvd.

Evaluation

The former shop building located at 1342 E. Monroe Street will no longer be in use after the move to the new location. The former building was erected in 1969 and it is a 160' long x 40' wide metal structure (6,500 sq. ft). Included in the building is a P&H 10 ton crane and wash bay which will also be included along with the building as surplus.

Conclusion

Once declared surplus this will allow the County the option to auction the property at a later date.

Recommendation

The Public Works Director recommends that the Board of Supervisors declare the former auto equipment maintenance shop building as surplus.

Suggested Motion

Information/Discussion/Action authorizing the listing of a 160'x40' metal structure located at 1342 E. Monroe Street, Globe, Arizona; a crane; and wash bay as surplus property to allow this property to be auctioned at a later date. **(Steve Stratton)**

---

**ARF-980**

**Regular Agenda Item 3- F**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

Submitted For: Marian Sheppard, Chief Deputy Clerk, BOS  
Submitted By: Valrie Bejarano, Contracts Support Specialist, Finance Department

Department: Clerk of the Board of Supervisors

Fiscal Year: FY 2011-2012      Budgeted?: Yes

Contract Dates 1-1-2012 to 12-31-2012      Grant?: No

Begin & End:

Matching No      Fund?: Renewal

Requirement?:

Presenter's Name: Marian Sheppard

---

Information

Request/Subject

Award of Contract 110211-1 for Gila County Newspaper Advertising and Publication

Background Information

ARS §11-255(A) states, "*The Board shall contract annually for all advertising, publications and printing required to be done or made by all departments of county government.*" Subsection (B) of that statute states, "*Written notice of letting the contract shall be deposited in the post office by the Clerk of the Board, postage prepaid, addressed to the office of each qualified newspaper within the county, at least ten days prior to the opening of bids, caling for written bids for the advertising, publications and printing required by all county departments during the ensuing year, and stating on what day the bids received will be opened.*"

Evaluation

On November 1, 2011, the bid specifications for this contract were sent by certified mail to the two newspapers: Arizona Silver Belt and Payson Roundup, which are qualified by statute to provide these services. Those newspapers have for at least one year been admitted for the United States mail as second-class matter. A public notice of this Call for Bids was also published in the Arizona Silver Belt, the official newspaper of Gila County for 2011, on November 9, 2011.

Conclusion

Bids were opened by Marian Sheppard and Valrie Bejarano in the Clerk of the Board of Supervisors' office at 10:00 am on Monday, November 21, 2011, of which a summary of the bidders' names and qualifications are attached to this agenda item.

At that time it was believed that the Payson Roundup Newspaper's bid met all of the bid specifications; however, after further review on December 13, 2011, the bid was disqualified for the following reasons: 1) a display ad was submitted as the sample publication item instead of a "legal notice" as required in item 5 of the bid specifications; and 2) an amount of \$10.32 (excluding tax) was submitted as the "total cost" for the sample publication item as required in item 5 of the bid specifications; however, the actual total cost is \$20.63 (excluding tax).

#### Recommendation

After extensive review of submitted proposals, the Chief Deputy Clerk of the Board recommends that the Board of Supervisors approve the award of Invitation for Bids No. 110211-1 for Newspaper Advertising to the Arizona Silver Belt Newspaper for a term of 12 months expiring December 31, 2012.

#### Suggested Motion

Information/Discussion/Action to review all bids submitted for Call for Bids No. 110211-1 to provide all advertising, publications and printing required to be done or made by all departments of Gila County for calendar year 2012; award to the lowest, responsible and most qualified bidder; and authorize the Chairman's signature on the contract for the winning bidder.

**(Marian Sheppard)**

---

#### Attachments

Bid 110211-1 Solicitation Notice

Bid Tabulation Sheet

Contract 110211-1

Legal Approval



**PUBLIC NOTICE**  
**GILA COUNTY CALL FOR BID**  
**BID CALL 110211-1 NEWSPAPER ADVERTISING**

---

**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids will be received by the Gila County Clerk of the Board of Supervisors' office for all newspaper advertising, publications and printing for calendar year 2012.

**SUBMITTAL DUE DATE:** 9:30 A.M., Arizona Time, Monday, November 21, 2011

**RETURN BID TO:** GILA COUNTY CHIEF DEPUTY CLERK OF THE BOARD  
1400 EAST ASH STREET  
GLOBE, ARIZONA 85501

Interested Bidders may obtain a copy of this solicitation at the Clerk of the Board of Supervisors Office, Gila County Courthouse, 1400 E. Ash St., Globe, Arizona 85501. Bid specifications one (1) through seven (7) ***must be addressed separately*** with a statement that the bidder can fulfill each requirement.

Bids received by the correct time and date will be publicly opened and recorded thereafter in the Chief Deputy Clerk of the Board's office or other site, which may be designated. Any bids received later than the date and time specified above will be returned unopened. Late bids shall not be considered.

Bids may be mailed or hand delivered to 1400 E. Ash St., Globe, AZ, 85501. All bids submitted must be in a sealed envelope and contain the bid call number and bid title on the outside of the sealed envelope and be referenced on the submitted bid.

Questions regarding the bid shall be directed to: Marian Sheppard, Chief Deputy Clerk of the Board, 928-402-8757 or Marilyn Brewer, Deputy Clerk of the Board, 928-402-8726.

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

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

Dated this 1<sup>st</sup> day of November 2011.

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

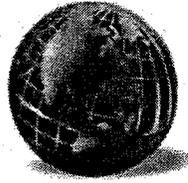
10:00 AM 11-21-2011

PRESENT:  
 Valrie Bejarano  
 Marian Sheppard

**CHECKLIST FOR ANNUAL NEWSPAPER CONTRACT**  
**SEALED BIDS FOR 2012 CONTRACT YEAR**  
**BID OPENING ON MONDAY, NOVEMBER 21, 2011, AT 10:00 A.M.**  
**CLERK OF THE BOARD'S OFFICE - GLOBE COURTHOUSE**  
**Present: Marian Sheppard, Marilyn Brewer and Valrie Bejarano**

NAME OF NEWSPAPER	ITEM 1 Agrees to publish <u>all</u> official or legal notices, publications, classified advertisements, & all other matters	ITEM 2 Per ARS 11-255(C), <u>admitted for at least 1 year to the U.S. mail as second-class matter</u>	ITEM 3 Per ARS 39-202(A), agrees to <u>provide an affidavit</u> of the publisher that the newspaper complies with provisions of ARS 39-201	ITEM 4 Must be able to <u>electronically receive</u> County documents to be published via the Internet	ITEM 5 Provide the <u>per column inch rate</u> to publish sample minutes <b>and</b> the <u>total cost</u>	ITEM 6 Ensure that <u>invoices are mailed to dept.</u> that submitted the publication order	ITEM 7 Agrees to <u>publish on the date specified</u> by the submitting dept.
ARIZONA SILVER BELT	✓	✓	✓	✓	PCI Rate: \$3.00  Total Cost: \$15.00 + 2% Tax 0.30 = \$15.30	✓	✓
PAYSON ROUNDUP	✓	✓	✓	✓	PCI Rate: \$2.75  Total Cost: * \$10.32	Disqualified ✓	

\* 12-13-11 - M. Sheppard noticed what appeared to be an error in the total cost to print the sample publication so she called and spoke with John Naughton, Publisher. Two issues were discussed: 1) total cost should have been quoted as \$20.63 instead of \$10.32 because the sample says "2 column x 3.75 inches" x \$2.75 = \$20.63; and 2) the bid specs state to submit the sample publication as a "legal notice" and Mr Naughton stated that it was a displayed after Ms. Sheppard pointed out that the legal notice columns measure 1 1/2" in width and the sample item re submitted measured 1 1/4" wide.



## ARIZONA SILVER BELT

298 N. PINE ST.

GLOBE, AZ 85501

PHONE: 928.425.7121 FAX: 928-425-7121

November 18, 2011

Marian Sheppard, Chief Deputy Clerk of the Board

1400 E. Ash St.

Globe, AZ 85501

RE: Newspaper Advertising - Bid #110211-1

The Arizona Silver Belt is pleased to offer the following bid for printing of legal advertisements for the calendar year 2012.

1. The bid applies to the publishing of all official or legal notices, publications, and classified advertisements required or authorized to be completed by Gila County in the conduct of the County's business, and all other matters deemed necessary by the County to be published.
2. Pursuant to A.R.S. §11-255(C), the Arizona Silver Belt has a second class mailing permit with the United States Post Office, and has had this permit continuously for many years. Our publication number is 0030-880.
3. Pursuant to A.R.S. §39-202(A), an affidavit showing that the Arizona Silver Belt complies with the provisions of section 39-201 accompanies this document.
4. The Arizona Silver Belt can receive materials and documents electronically from Gila County via the Internet at the following e-mail address: [production@silverbelt.com](mailto:production@silverbelt.com). Items may also be faxed or mailed. All correspondence must be in by 3 p.m. the Friday prior to our Wednesday publication date.
5. The sample publication item is attached and the price, for one publication, with our bid of \$3.00 per column inch, would be \$15.00 as indicated in the margin of the sample. (Two percent sales tax must be added, bringing the total to \$15.30).
6. Invoices will be mailed to the specific Gila County department that submitted the item for publication. Separate invoices with an assigned invoice number for each publication order will also be provided.
7. All publications will be published on the date specified by the requesting department, and no alternative date shall be used unless approved by the requesting party. The Arizona Silver Belt will be responsible for proofreading, except for camera-ready items.

The Arizona Silver Belt has been publishing in Arizona since 1878. Our offices and printing facilities are located at 298 N. Pine St., Globe, AZ 85501. The Arizona Silver Belt is published by Cobre Valley Publishing, Inc. and is under the umbrella of News Media Corporation, located in Rochelle, Illinois. The Arizona Silver Belt is published on Wednesdays and is distributed through mail, vendors and carriers. It is available at 29 locations.

The Arizona Silver Belt is pleased to submit a bid of \$3.00 per column inch per insertion for all legal advertising and classified line advertising, as well as other advertising deemed necessary for the county. Two percent sales tax will be added to the total. Legal advertisements will be in 6 point Helvetica type on 6 point leading.

Thank you for your consideration of the Arizona Silver Belt.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Marin", with a long horizontal flourish extending to the right.

Marc Marin,  
Publisher

INVITATION FOR BIDS

BID CALL NO. 070108-1

Sealed bids will be received by Gila County Engineering Services, Guerrero Building, 1400 East Ash St., Globe, AZ 85501, until THURSDAY, SEPTEMBER 25, 2008 3:00 PM/MST, for the RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA, BID NO. 070108-1, in strict accordance with the rules and regulations of the Gila County Procurement Policy on file in the office of the Gila County Clerk of the Board, Globe, Arizona. No bids will be accepted after 3:00 PM/MST. The Bids will be publicly opened and read aloud at 3:00 PM at the location and date listed above.

All Bids shall be made on the Invitation of Bid forms included in the Contract Documents and shall include all applicable taxes.

Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services Department, Gila County Public Works, 1400 E. Ash St., Globe, AZ., 928-402-8612.

Contractors are invited to attend an optional walk through held September 18, 2008 at 10:00 am. Questions will be accepted until 5:00 pm, September 22, 2008 and will be answered within 24 hours.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA BID CALL NO. 070108-1". All Bids shall be mailed or delivered to the Gila County Engineering Services, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501. The Gila County Engineering Services Department and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. The atomic clock in the reception area of the Guerrero Building is the official time clock.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

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

Dates advertised in Arizona Silver Belt: September 10 and 17, 2008

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

Date: / /  
Signed: \_\_\_\_\_  
Don E. McDaniel, County Manager

Date: / /  
First Pub: 11-30-2011  
Last Pub: 11-30-2011 Belt 1111

Bid price \$15.00 plus 2% sales tax .30 = \$15.30

5 1/2" ↓ L  
2" → W

5" ↓

**Affidavit of Publication**

**State of Arizona  
County of Gila**

**Sherri J. Davis**, or her authorized representative being first duly sworn deposes and says: That she is the General Manager of the Arizona Silver Belt and the San Carlos Apache Moccasin newspapers, located at 298 North Pine Street, Globe, Arizona 85501, or mail: P.O. Box 31, Globe, Arizona 85502.

The above stated newspapers are published weekly in Globe, in the State of Arizona, County of Gila and that the following described   √   legal, or    advertising was duly published.

**U.S. POSTAL SERVICE  
STATEMENT OF OWNERSHIP,  
MANAGEMENT AND CIRCULATION  
(All Periodicals Publications Except Requester Publications)**

1. Publication Title: Arizona Silver Belt
2. Publication No.: 030-880.
3. Filing Date: 9-28-11.
4. Issue Frequency: Weekly.
5. No. of Issues Published Annually: 52.
6. Annual Subscription Price: \$39 In County, \$45 Out of County.

A printed copy of said legal or advertising is attached hereto and was published in a regular weekly edition of said newspaper (and not a supplement thereof) for 1 consecutive weeks in the   √   Arizona Silver Belt newspaper, and/or the   √   San Carlos Apache Moccasin newspaper.  
The dates of publication being as follows, to wit:

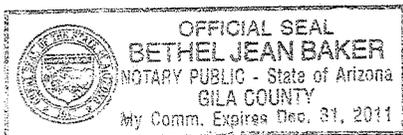
**October 12, 2011**

Sherri J. Davis  
General Manager

State of Arizona )  
                          ) ss:  
County of Gila    )

The foregoing instrument was acknowledged before me **October 12, 2011**, by Sherri J. Davis.

Notary Public



My Commission Expires:  
December 31, 2011

**U.S. POSTAL SERVICE  
STATEMENT OF OWNERSHIP,  
MANAGEMENT AND CIRCULATION  
(All Periodicals Publications Except Requester Publications)**

1. Publication Title: Arizona Silver Belt
  2. Publication No.: 030-880.
  3. Filing Date: 9-28-11.
  4. Issue Frequency: Weekly.
  5. No. of Issues Published Annually: 52.
  6. Annual Subscription Price: \$39 In County, \$45 Out of County.
  7. Complete Mailing Address of Known Office of Publication: P.O. Box 31, Globe, Arizona 85502.  
Contact Person: Marc Marin  
Telephone: 928-425-7121.
  8. Complete Mailing Address of Headquarters of General Business Office of Publisher: 211 Highway 38 E, Rochelle, IL 61068.
  9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor:  
Publisher, Marc Marin, 351 E. Cedar St., Globe, AZ 85501.  
Editor: Same as above.  
Managing Editor: Same as above.
  10. Owner:  
John C. and Cynthia L. Tompkins, 211 Highway 38 E., Rochelle, IL 61068.  
R. Michael Tompkins, 211 Highway 38 E., Rochelle, IL 61068.  
John W. Tompkins, 211 Highway 38 E., Rochelle, IL 61068.  
Trina McNeilly, 211 Highway 38 E., Rochelle, IL 61068.  
Amy Tompkins, 211 Highway 38 E., Rochelle, IL 61068.
  11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities: Wells Fargo Bank, Sixth and Marquette, Minneapolis, MN 55479.
  12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates). The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes: Has Not Changed
  13. Publication Name: Arizona Silver Belt.
  14. Issue Date for Circulation Data Below: September 14, 2011.
  15. Extent and Nature of Circulation - Average No. Copies Each Issue During Preceding 12 Months-No. Copies of Single Issue Published Nearest to Filing Date:  
a. Total No. of Copies (Net Press Run): 2,992/2,903.  
b. Paid Circulation (By Mail and Outside the Mail):  
(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies) 344/350.  
(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (Include paid distribution above nominal rate, advertiser's proof copies, and exchange copies): 542/531.  
(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS® 1,612/1,654.  
(4) Paid Distribution By Other Classes of Mail Through the USPS (e.g. First-Class Mail®): 0/0.  
c. Total Paid Distribution: (Sum of 15b (1), (2), (3), and (4)) 2,498/2,535.  
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail):  
(1) Free or Nominal Rate Outside-County Copies included on PS Form 3541: 10/10.  
(2) Free or Nominal Rate In-County Copies included on PS Form 3541: 6/6.  
(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail): 0/0.  
(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means): 40/40.  
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4)): 56/56.  
f. Total Distribution (Sum of 15c and 15e): 2,554/2,591.  
g. Copies not Distributed: 438/372.  
h. Total (Sum of 15f and g): 2,992/2,963.  
i. Percent Paid (15c divided by 15f x 100): 85.3%/87.4%.
  16. Publication of Statement of Ownership.  
If the publication is a general publication, publication of this statement is required. Will be printed in the October 12, 2011 issue of this publication.
  17. Signature and Title of Editor, Publisher, Business Manager, or Owner.  
(s) By: Marc Marin  
Dated 9-28-2011.
- I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).  
One Pub: 10-12-2011                      Belt                      7865A

**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Bid document.

Signature also certifies the submitters 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 bidder submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other bidder which may compete for the contract; and that no other bidder which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the bidder submitting this bid.

**CONTRACT NUMBER: 110211-1 Newspaper Advertising**

**Bidder Submitting Proposal:**

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

Arizona Silver Belt  
Company Name  
298 N. Pine St.  
Address  
666e      Az      85501  
City                      State                      Zip

Name: Marc Marin  
Phone No.: 928-425-7121  
Fax 928-425-7001  
Email: publisher@silverbelt.com

  
Signature of Authorized Person to Sign  
Marc Marin  
Printed Name  
Publisher  
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents.

**ACCEPTANCE OF OFFER**  
(For Gila County use only)

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

The Bidder Arizona Silver Belt is now bound to provide the services listed in Bid Call No.: 110211-1 including all terms and conditions, specifications, amendments, etc. and the Bidders Offer as accepted by Gila County/public entity.

The contract shall henceforth be referenced to as Contract No. 110211-1. The Bidder has been cautioned not to commence any billable work or to provide any service under this Contract until it receives written notice to proceed from Gila County.

**GILA COUNTY BOARD OF SUPERVISORS:**

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

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

# PAYSON ROUNDUP

and  
The Rim Review

November 9, 2011

## Printing and Advertising Bid # 110211-1 - January 1, 2012 to December 31, 2012

Presented by: *Payson Roundup* Newspaper  
P.O. Box 2520  
708 N. Beeline Highway  
Payson, Arizona 85541

Publication Office: 708 N. Beeline Hwy., Payson, AZ 85541  
Print Facility: 708 N. Beeline Hwy., Payson, AZ 85541  
Days of Distribution: Tuesday and Friday  
Materials Deadlines: Fri. Noon for Tues. / Tues. 5pm for Fri.  
Total Circulation: 5,596  
Rack/Distribution Points: 85  
Website users: 3,600,000 annual page views

### Bid Specifications:

#### Item #1

✓ The following bid from the *Payson Roundup* newspaper is for all official or legal notices, publications, minutes and classified advertisements required or authorized to be completed by Gila County in the conduct of the County's business, and all other matters deemed necessary by the County to be published.

**The *Payson Roundup* bid for the year 2012 is \$2.75 per column inch.**

#### Item #2

✓ Pursuant to A.R. S. §11-255(C), the *Payson Roundup* has been admitted for at least one year to the United States mail as second-class matter. This letter signed by the Publisher attests to compliance.

#### Item #3

✓ Pursuant to A.R. S. §39-202(A), the *Payson Roundup's* bid for public printing is accompanied by an affidavit that the *Payson Roundup* complies with the provisions of section §39-201. This letter signed by the Publisher attests to compliance.

#### Item #4

✓ The *Payson Roundup* has complete electronic receiving capability at several e-mail addresses. Our office has an e-mail address specifically designated to receive legal notices at [legals@payson.com](mailto:legals@payson.com). In addition, non-legal text classifieds, such as employment ads, may be e-mailed to [classads@payson.com](mailto:classads@payson.com). Display ads may be e-mailed to [bdavis@payson.com](mailto:bdavis@payson.com).

# PAYSON ROUNDUP

and  
The Rim Review

---

✓

## Item #5

As per your request in specification item 6, enclosed is the sample publication supplied with your call for bid notice. It is typeset at the specifications below.

Text size and leading: Six point solid - six on six  
Font: Helvetica normal  
Column Width: 9.5 Picas

The cost for the sample publication to appear in one edition of the *Payson Roundup* would be \$10.32. This quote is based on a per-column-inch rate of \$2.75. This rate is more than 65 percent off our normal rate.

**All necessary affidavits will be provided at no additional charge.**

✓

## Item #6

All invoices will be sent to the Gila County department that submitted the item for publication indicating individual invoicing number, as is our general practice.

## Item #7

The *Payson Roundup* publishes twice weekly, Tuesday and Friday. As is our general practice, communication with advertisers concerning date conflicts will be in person by telephone. The *Payson Roundup* will be responsible for proofreading except for camera-ready items.

Our 2012 bid reflects a considerable discount from our published legal notice rate of \$7.95 per column inch. We hope to serve you in the year 2012 and beyond.

  
John Naughton  
Publisher

# PAYSON ROUNDUP

and  
The Rim Review

## INVITATION FOR BIDS BID CALL NO. 070108-1

Sealed bids will be received by **Gila County Engineering Services, Guerrero Building, 1400 East Ash St., Globe, AZ 85501**, until **THURSDAY, SEPTEMBER 25, 2008, 3:00 PM/MST**, for the **RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA, BID NO. 070108-1**, in strict accordance with the rules and regulations of the Gila County Procurement Policy on file in the office of the Gila County Clerk of the Board, Globe, Arizona. **No bids will be accepted after 3:00 PM/MST. The Bids will be publicly opened and read aloud at 3:00 PM at the location and date listed above.**

All Bids shall be made on the Invitation of Bid forms included in the Contract Documents and shall include all applicable taxes.

Plans, Specifications and Contract documents are available and may be obtained from the office of Engineering Services Department, Gila County Public Works, 1400 E. Ash St., Globe, AZ., 928-402-8612

Contractors are invited to attend an optional walk through held September 18, 2008 at 10:00 am. Questions will be accepted until 5:00 pm, September 22, 2008 and will be answered within 24 hours.

Each Bid submitted, either by hand, United States Postal Service, or other carrier, shall be sealed and plainly marked "**RUSSELL ROAD/HOSPITAL DRIVE EXTENSION, GILA COUNTY, ARIZONA BID CALL NO. 070108-1**". All Bids shall be mailed or delivered to the **Gila County Engineering Services, Guerrero Building, 1400 E. Ash St., Globe, Arizona 85501**. The Gila County Engineering Services Department and Board of Supervisors of Gila County will not be responsible for those bids submitted that are not marked appropriately and/or sent to the wrong address. The atomic clock in the reception area of the Guerrero Building is the official time clock.

Contractors are invited to be present at the opening of bids but absence will not be considered cause for disqualification.

Contractors shall be responsible for any licenses or permits required by the regulatory agency of the State of Arizona that apply to the performance of this contract.

After the Contractor who is determined to be most Advantageous to the county has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

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

Dates advertised in Arizona Silver Belt: **September 10 and 17, 2008**

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

Signed: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Don E. McDaniel, County Manager

2 COLUMN X 3.75 INCHES  
\$2.75 PER COLUMN INCH  
TOTAL COST \$10.32

12-13-11  
Total cost should be quoted  
as \$20.63.

( 2 x 3.75 inches x \$2.75 per  
column inch. )

ms

**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Bid document.

Signature also certifies the submitters 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 bidder submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other bidder which may compete for the contract; and that no other bidder which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the bidder submitting this bid.

**CONTRACT NUMBER: 110211-1 Newspaper Advertising**

**Bidder Submitting Proposal:**

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

PAYSON ROUNDUP  
Company Name

Name: JOHN NAUGHTON

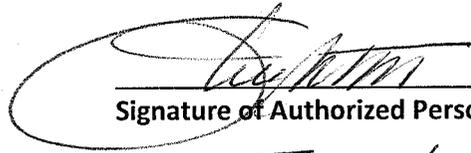
P.O.B. 2520  
Address

Phone No.: 928-474-5251 X117

PAYSON, AZ 85547  
City State Zip

Fax 928-474-1893

Email: publisher@payson.com

  
Signature of Authorized Person to Sign

JOHN NAUGHTON  
Printed Name

PUBLISHER  
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents.

# PAYSON ROUNDUP

and  
The Rim Review

---

November 28, 2011

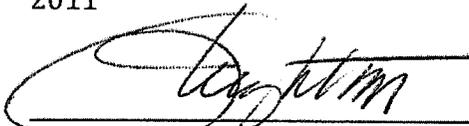
Ms. Marina Sheppard, Chief Deputy Clerk of the Board  
Gila County Courthouse  
1400 E. Ash St.  
Globe, AZ 85501

Via email: [msheppard@co.gila.az.us](mailto:msheppard@co.gila.az.us)

Dear Ms. Sheppard:

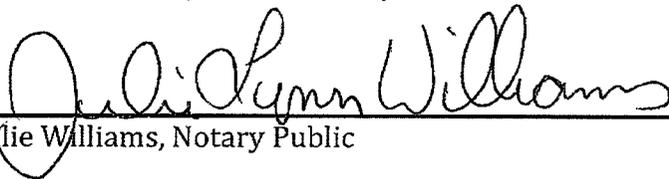
Publisher's Affidavit of Compliance with A.R.S. 39-202(A) and A.R.S. 39-201

I, John Naughton, do solemnly swear that I am the Publisher of the Payson Roundup, which, pursuant to Arizona Revised Statutes 39-201, complies with Arizona Revised Statutes 39-202(A). In witness whereof, I have hereunto set my hand the Nov. 28, 2011



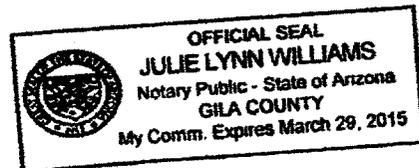
John Naughton, Publisher

Subscribed and Sworn to before me, a Notary Public in and for the COUNTY OF GILA, State of Arizona, November 28, 2011



Julie Williams, Notary Public

My commission expires March 29, 2015.



# PAYSON ROUNDUP

and  
The Rim Review

November 28, 2011

Ms. Marina Sheppard, Chief Deputy Clerk of the Board  
Gila County Courthouse  
Via email: [msheppard@co.gila.az.us](mailto:msheppard@co.gila.az.us)

Dear Ms. Sheppard:

Affidavit of Publication: Statement of Ownership, Management and Circulation of Payson Roundup.

I, John Naughton, do solemnly swear that I am the Publisher of the Payson Roundup, that the same is a newspaper printed whole and published in the County of Gila, State of Arizona and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly for a period of more than fifty-two weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the act of March 3, 1879 or any amendments thereof, and that said newspaper is a newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Arizona. That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said daily newspaper for a period of 1 consecutive insertion; and that the publication of said notice was in the issue of said newspaper dated October 4<sup>th</sup>, 2011.

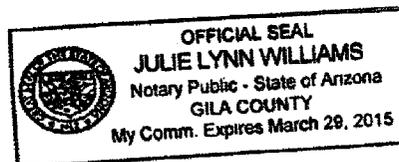
In witness whereof, I have hereunto set my hand this November 28<sup>th</sup>, 2011.

  
\_\_\_\_\_  
John Naughton, Publisher

Subscribed and Sworn to before me, a Notary Public in and for the COUNTY OF GILA, State of Arizona, November 28, 2011

  
\_\_\_\_\_  
Julie Williams, Notary Public

My commission expires March 29, 2015.





**UNITED STATES  
POSTAL SERVICE**

**Statement of Ownership, Management, and Circulation  
(All Periodicals Publications Except Requester Publications)**

1. Publication Title <b>Payson Roundup</b>	2. Publication Number 4 2 4 1 - 8 0	3. Filing Date 10-1-11
4. Issue Frequency Twice weekly	5. Number of Issues Published Annually 104	6. Annual Subscription Price \$71.32
7. Complete Mailing Address of Known Office of Publication (Not printer) (Street, city, county, state, and ZIP+4®) P.O. Box 2520, Payson, AZ 85547		Contact Person <b>John Naughton</b> Telephone (include area code) 928-474-5251

8. Complete Mailing Address of Headquarters or General Business Office of Publisher (Not printer)  
P.O. Box 2520, Payson, AZ 85547

9. Full Names and Complete Mailing Addresses of Publisher, Editor, and Managing Editor (Do not leave blank)  
Publisher (Name and complete mailing address)

John Naughton, P.O. Box 2520, Payson, AZ 85547

Editor (Name and complete mailing address)

Tom Brossart, P.O. Box 2520, Payson, AZ 85547

Managing Editor (Name and complete mailing address)

N/A

10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of the individual owners. If owned by a partnership or other unincorporated firm, give its name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give its name and address.)

Full Name	Complete Mailing Address
World West LLC	P.O. Box 688, Lawrence, KS 66006
Pam Simons	P.O. Box 688, Lawrence, KS 66006
Linda DeMenocal	P.O. Box 688, Lawrence, KS 66006
Dan Simons, Dolph C. Simons III	P.O. Box 688, Lawrence, KS 66006
Ralph Gage, Jr.	P.O. Box 688, Lawrence, KS 66006

11. Known Bondholders, Mortgagees, and Other Security Holders Owning or Holding 1 Percent or More of Total Amount of Bonds, Mortgages, or Other Securities. If none, check box  None

12. Tax Status (For completion by nonprofit organizations authorized to mail at nonprofit rates) (Check one)  
The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:  
 Has Not Changed During Preceding 12 Months  
 Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement)

13. Publication Title <b>Payson Roundup</b>	14. Issue Date for Circulation Data 9-23-11
--	--

15. Extent and Nature of Circulation		Average No. Copies Each Issue During Preceding 12 Months	No. Copies of Single Issue Published Nearest to Filing Date
a. Total Number of Copies (Net press run)		5900	5840
b. Paid Circulation (By Mail and Outside the Mail)	(1) Mailed Outside-County Paid Subscriptions Stated on PS Form 3541 (include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	226	208
	(2) Mailed In-County Paid Subscriptions Stated on PS Form 3541 (include paid distribution above nominal rate, advertiser's proof copies, and exchange copies)	77	82
	(3) Paid Distribution Outside the Mails Including Sales Through Dealers and Carriers, Street Vendors, Counter Sales, and Other Paid Distribution Outside USPS®	4786	4898
	(4) Paid Distribution by Other Classes of Mail Through the USPS (e.g. First-Class Mail®)		
c. Total Paid Distribution (Sum of 15b (1), (2), (3), and (4))		5089	5188
d. Free or Nominal Rate Distribution (By Mail and Outside the Mail)	(1) Free or Nominal Rate Outside-County Copies Included on PS Form 3541		
	(2) Free or Nominal Rate In-County Copies Included on PS Form 3541		
	(3) Free or Nominal Rate Copies Mailed at Other Classes Through the USPS (e.g. First-Class Mail)		
	(4) Free or Nominal Rate Distribution Outside the Mail (Carriers or other means)	424	408
e. Total Free or Nominal Rate Distribution (Sum of 15d (1), (2), (3) and (4))		424	408
f. Total Distribution (Sum of 15c and 15e)		5513	5596
g. Copies not Distributed (See instructions to Publishers #4 (page #3))		387	244
h. Total (Sum of 15f and g)		5900	5840
i. Percent Paid (15c divided by 15f times 100)		92%	93%

16. Publication of Statement of Ownership  
 If the publication is a general publication, publication of this statement is required. Will be printed in the 10-4-11 issue of this publication.  
 Publication not required.

17. Signature and Title of Editor, Publisher, Business Manager, or Owner  
*John Naughton, publisher*  
Date  
9-28-11

I certify that all information furnished on this form is true and complete. I understand that anyone who furnishes false or misleading information on this form or who omits material or information requested on the form may be subject to criminal sanctions (including fines and imprisonment) and/or civil sanctions (including civil penalties).



**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 attached to this agenda item 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.

**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.

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011  
**Submitted For:** Malissa Buzan, CAP/Housing Services Manager  
**Submitted By:** Cecilia Bejarano, Executive Administrative Assistant, Community Services Division  
**Department:** Community Services Division **Division:** Comm. Action Program/Housing Servs.  
**Fiscal Year:** 2011-2012 **Budgeted?:** Yes  
**Contract Dates** 1/1/2012-12/31/2012 **Grant?:** Yes  
**Begin & End:**  
**Matching** No **Fund?:** Renewal  
**Requirement?:**  
**Presenter's Name:**

InformationRequest/Subject

Amendment No. 7 to Agreement for Energy Wise Low-Income Weatherization Program Implementation

Background Information

The Arizona Public Service Energy Wise Low-Income Weatherization Program is administered by Community Action Agencies located in APS' service territory. These agencies provide a variety of weatherization services designed to help people save energy and increase the comfort level of their home. The Low-Income Weatherization Assistance Program has the primary mission of reducing the fuel or electricity expense for space heating, space cooling, and water heating for income-eligible households, while improving the health and safety of the dwelling's occupants.

Limited income families and individuals typically spend a higher percentage of their annual income for energy to heat, cool, and run appliances in their homes. The Weatherization Assistance Program was established to help limited income families and individuals decrease their home energy costs and to be attentive to energy-related health and safety issues in the home. The U.S. Department of Energy and the U.S. Department of Health and Human Services provide the funding for the Weatherization Program.

Evaluation

Amendment No. 7 to Contract No. 700518523 between Arizona Public Service and Gila County Division of Community Services, Community Action Program, provides funding in an amount "not to exceed \$106,429 for the calendar year 2012.

Amendment No. 6 was signed on 6/7/2011 by Chairman Michael A. Pastor.  
 Amendment No. 5 was signed on 6/8/2011 by Chairman Michael A. Pastor.  
 Amendment No. 4 was signed on 1/5/2010 by Chairman Shirley L. Dawson  
 Amendment No. 3 was signed on 11/20/2007 by Chairman Jose A. Sanchez.  
 Amendment No 2 was signed on 11/20/2007 by Chairman Jose A. Sanchez.  
 Amendment No. 1 was signed on 2/17/2009 by Chairman Shirley L. Dawson.  
 Original Contract No. 700518523 was signed on 2/28/2008 by Chairman Jose A. Sanchez.

Conclusion

By approving Amendment No. 7, the Gila County Community Action Program will continue to provide weatherization services to eligible citizens of Gila County.

Recommendation

The Gila County Community Action /Housing Manager recommends that the Board of Supervisors approve this contract amendment.

Suggested Motion

Approval of Amendment No. 7 to Contract No. 700518523 between Arizona Public Service and the Gila County Division of Community Services, Community Action Program, whereby Arizona Public Service will provide funding in an amount not to exceed \$106,429 for the repairs, reconditioning, replacement or restoration of deficiencies in a customer's qualified home in order to make such homes energy efficient (Weatherization Services), to eligible citizens residing in Gila County for the period January 1, 2012, through December 31, 2012.

---

Attachments

Amendment No. 7 Contract No. 700518523

Amendment No. 6 Contract No. 700518523

Amendment No. 5 Contract 700518523

Amendment No. 4 to Contract 700518523

Amendment No. 3 Contract 700518523

Amendment No. 2 Contract 700518523

Amendment No. 1 Contract 700518523

Original Contract No. 700518523

Legal Approval

**AMENDMENT NO. 7**  
**TO**  
**Agreement for Energy Wise Low Income Weatherization Program Implementation**  
**between the Gila County Division of Health and Community Services**  
**and Arizona Public Service Company**

THIS AMENDMENT NO. 7 is entered into effective as of the 1st day of January, 2012, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5<sup>th</sup> Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

**WHEREAS**, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

**WHEREAS**, the Parties desire to make mutually agreed upon changes;

**NOW THEREFORE**, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Term. Section 1 of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2012.
3. Allocation. The Allocation established under Section 3.A (Compensation/Taxes) of the Original Contract shall "not exceed \$106,429.00" for the calendar year 2012. However, if the Arizona Corporation Commission does not approve the APS 2012 DSM Implementation Plan Energy Wise Low Income Weatherization Program budget as stated in APS' filing, then the allocation amount for the 2012 calendar year shall be adjusted based on the ACC's ruling.
4. Final Invoice. A final invoice for calendar year 2012 shall be submitted to the third party coordinator and APS by December 14, 2012. For work performed after that date and to December 31, 2012, a final invoice setting forth expenses must be emailed to the APS program coordinator and the third party coordinator no later than January 4, 2013. Reimbursement for late invoices for work performed in 2012 will be considered for reimbursement on a case-by-case basis and will be subject to funds availability.
5. Remaining Terms Unchanged. Except as modified in this Amendment No. 7, all other terms and conditions of the Original Contract shall remain unchanged.
6. See attachment "A" Attached and made a part of.

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 007, effective as of the date first above written:

**GILA COUNTY DIVISION OF  
COMMUNITY SERVICES**

**ARIZONA PUBLIC SERVICE COMPANY**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Tommie C. Martin

\_\_\_\_\_  
Darrin Batchelor  
Darrin Batchelor

\_\_\_\_\_  
Chairman, Gila County Board of Supervisors

\_\_\_\_\_  
Bayer Leaf  
(title)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
11-15-11  
(date)

APPROVED AS TO FORM:

\_\_\_\_\_  
Bryan Chambers, Chief Deputy Gila County Attorney

\_\_\_\_\_  
Date

## **ATTACHMENT "A"**

### **(Arizona Public Service)**

#### **LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

#### **ANTI-TERRORISM WARRANTY**

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

#### **CANCELLATION**

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



When recorded deliver to  
Marian Sheppard, BOS



---

## CAPTION HEADING:

**Amendment No 6 to Contract No. 700518523**

**Between**

**Gila County Community Services, (Community Action Program)**

**And**

**Arizona Public Service**

**DO NOT REMOVE**

**This is part of the official document**

AMENDMENT NO. 6

TO

Agreement for Energy Wise Low Income Weatherization Program Implementation  
between the Gila County Division of Health and Community Services  
and Arizona Public Service Company

THIS AMENDMENT NO. 6 is entered into effective as of the 1st day of January, 2011, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5<sup>th</sup> Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

**WHEREAS**, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

**WHEREAS**, the Parties desire to make mutually agreed upon changes;

**NOW THEREFORE**, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Term. Section 1 of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2011.
3. Allocation. The Allocation established under Section 3.A (Compensation/Taxes) of the Original Contract shall "not exceed \$106,429.00" for the calendar year 2011.
4. Final Invoice. A final invoice for calendar year 2011 shall be submitted to the third party coordinator and APS by December 15, 2011. For work performed after that date and to December 31, 2011, a final invoice setting forth expenses must be emailed to the APS program coordinator and the third party coordinator no later than January 4, 2012. Reimbursement for late invoices for work performed in 2011 will be considered for reimbursement on a case-by-case basis and will be subject to funds availability.
5. Remaining Terms Unchanged. Except as modified in this Amendment No. 6, all other terms and conditions of the Original Contract shall remain unchanged.



IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 006, effective as of the date first above written:

6. See attachment "A" Attached and made a part of.

**GILA COUNTY DIVISION OF  
COMMUNITY SERVICES**

Michael A. Pastor  
(signature)

Michael A. Pastor

Chairman, Gila County Board of Supervisors

6/7/11  
(date)

**ARIZONA PUBLIC SERVICE COMPANY**

DJP  
(signature)

Darrin Batchelor  
Darrin Batchelor

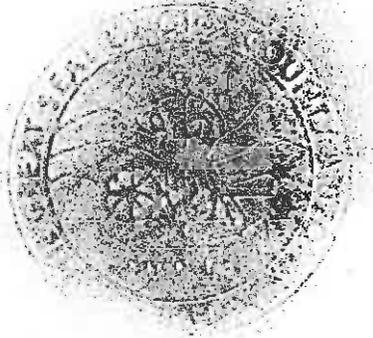
Buyer Lead  
(title)

3-25-11  
(date)

APPROVED AS TO FORM:

Bryan Chambers  
Bryan Chambers, Chief Deputy Gila County Attorney

6-7-2011  
Date



## ATTACHMENT "A"

### (Arizona Public Service)

#### **LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

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

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

#### **ANTI-TERRORISM WARRANTY**

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

#### **CANCELLATION**

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



**AMENDMENT NO. 5**  
**TO**  
**Agreement for Energy Wise Low Income Weatherization Program Implementation**  
**between the Gila County Division of Health and Community Services**  
**and Arizona Public Service Company**

THIS AMENDMENT NO. 5 is entered into effective as of the 31st day of March, 2010, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5<sup>th</sup> Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

**WHEREAS**, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

**WHEREAS**, the Parties desire to make mutually agreed upon changes;

**NOW THEREFORE**, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Allocation. The Allocation amount set forth in Section 3.A. shall be changed to "not to exceed \$85,131 of which \$25,131 is to be used solely for weatherization expenditures and associated program delivery costs and is exempt from the provisions in Section 3.B."
3. Remaining Terms Unchanged. Except as modified in this Amendment No. 005, all other terms and conditions of the Original Contract shall remain unchanged.

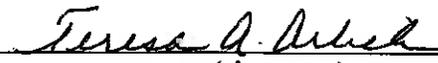
COPY

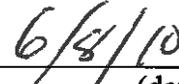
IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 005, effective as of the date first above written:

**GILA COUNTY DIVISION OF HEALTH  
AND COMMUNITY SERVICES**

**ARIZONA PUBLIC SERVICE COMPANY**

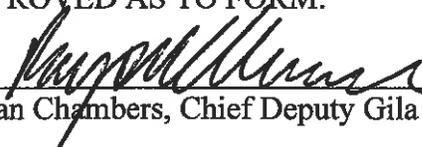
\_\_\_\_\_  
(signature)  
  
\_\_\_\_\_  
Michael A. Pastor

\_\_\_\_\_  
  
(signature)  
\_\_\_\_\_  
Teresa Orlick

\_\_\_\_\_  
Chairman, Gila County Board of Supervisors  
  
\_\_\_\_\_  
(date)

\_\_\_\_\_  
Director, Customer Information & Programs  
\_\_\_\_\_  
(date)

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Bryan Chambers, Chief Deputy Gila County Attorney

\_\_\_\_\_  
  
Date

**AMENDMENT NO. 4**  
**TO**  
**Agreement for Energy Wise Low Income Weatherization Program Implementation**  
**between the Gila County Division of Health and Community Services**  
**and Arizona Public Service Company**

THIS AMENDMENT NO. 4 is entered into effective as of the 1st day of January, 2010, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5<sup>th</sup> Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

**WHEREAS**, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

**WHEREAS**, the Parties desire to extend the term of the Original Contract and make other mutually agreed upon changes;

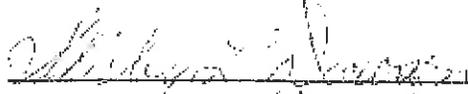
**NOW THEREFORE**, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Term. Section I of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2010.
3. Allocation. The Allocation amount set forth in Section 3.A. shall remain "not to exceed \$60,000".
4. Final Invoice. A final invoice for the Term shall be submitted to the third party coordinator and APS by December 15, 2010. For work performed after that date and to the end of the term, the Agency must email an estimate of expenses to the APS program coordinator and the third party coordinator no later than January 4, 2011. Reimbursement for late invoices for work performed in 2010 will be considered for reimbursement on a case by case basis.
5. Remaining Terms Unchanged. Except as modified in this Amendment No. 004, all other terms and conditions of the Original Contract shall remain unchanged.

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 004, effective as of the date first above written:

**GILA COUNTY DIVISION OF HEALTH  
AND COMMUNITY SERVICES**

**ARIZONA PUBLIC SERVICE COMPANY**

  
\_\_\_\_\_  
(signature)

  
\_\_\_\_\_  
(signature)

Shirley L. Dawson

Teresa Orlick

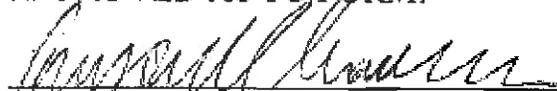
Chairman, Gila County Board of Supervisors

Director, Customer Information & Programs

1/5/10  
\_\_\_\_\_  
(date)

12-04-2009  
\_\_\_\_\_  
(date)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bryan Chambers, Chief Deputy Gila County Attorney

12 22 9  
\_\_\_\_\_  
Date



Gila County, AZ  
Linda Haught Ortega, Recorder  
12/06/2007  
12:49PM  
Doc Code: AM

Doc Id: 2007-019864  
Receipt #: 61154  
Rec Fee: 0.00

BOARD OF SUPERVISORS

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors  
(11/20/07 # *BE*)



Gila County, AZ

AM

2007-019864

Page: 1 of 3  
12/06/2007 12:49P  
0.00



---

## CAPTION HEADING:

Amendment No. 3 to Purchase Order #700287483  
Between  
Gila County  
and  
Arizona Public Service  
(Original Purchase Order recorded on 08/08/06 Doc. Id. 2006-013483)

DO NOT REMOVE

This is part of the official document



No signature needed for this Change Request. # Changed only Amendment 3

ARIZONA PUBLIC SERVICE CO  
ARIZONA PUBLIC SERVICE COMPANY  
PO BOX 53999, PHOENIX, AZ, 85072-3950

CHANGE NOTICE

No. 700287483  
Rev: 08

TO: GILA COUNTY COMMUNITY ACTION A  
PO BOX 1254  
GLOBE, AZ 85502-1254

Original

Change Date 10/19/2007  
Page: 1

ITEM: 01

The following changes to Item 01 have been made:

	OLD	NEW
UNIT PRICE	329,066.00	348,206.00
ITEM TOTAL VALUE	329,066.00	348,206.00
PO TOTAL VALUE	329,066.00	348,206.00

BILL TO:

Invoice & packing list must refer to PO#, Item# and Part# to facilitate payment.

Pinnacle West Capital Corporation  
ATTN: DISBURSEMENT ACCOUNTING  
Disbursement Accting, MS 9540  
PO Box 53940  
PHOENIX, AZ 85072-3940

PAY TERMS: N/D. Pay within 30 days

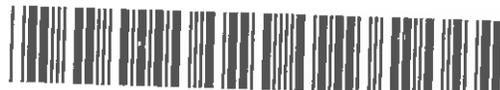
PO Total Value: \$348,206.00 US Dollars

Refer all inquires to: Sibia Manzanarez 602-371-5111, FAX #: 602-371-6112, M/S 3850  
PO BOX 53999, PHOENIX AZ, 85072-3950

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

	Company	Supplier
Signature:	<u>Teresa A Orlick</u>	_____
Printed Name:	<u>Teresa A Orlick</u>	_____
Title:	<u>Director - Customer Info Programs</u>	_____
Date:	<u>10/22/07</u>	_____

When signed by the Company, Supplier shall sign and return one (1) copy signifying acknowledgment and acceptance by Supplier. If supplier does not sign, at Company's option, performance shall be deemed acceptance.



Gila County, AZ

AM

2007-019864

Page: 2 of 3  
12/06/2007 12:49P  
0.00



Amendment No. 3 to the Energy Wise Weatherization Program Agreement (weatherization portion) for the July 1, 2006 to December 31, 2007 term acknowledged and agreed to:

Teresa A. Orlick  
Signature

Jose M. Sanchez  
Signature

Teresa A. Orlick  
Printed Name

Jose Sanchez  
Printed Name

Director, Customer Information & Prog.  
Title

Chairman, Gila County Board of Supervisors  
Title

10/25/07  
Date

11-20-07  
Date

Approved as to form:

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





Gila County, AZ  
Linda Haught Ortega, Recorder  
12/06/2007  
12:49PM  
Doc Code: AM

Doc Id: 2007-019865  
Receipt #: 61164  
Rec Fee: 0.00

BOARD OF SUPERVISORS

When recorded deliver to:

**Marian Sheppard, Chief Deputy Clerk**  
**Gila County Board of Supervisors**  
(11/20/07 #18D)



Gila County, AZ

AM

2007-019865

Page: 1 of 3

12/06/2007 12:49P  
0.00



---

## CAPTION HEADING:

**Amendment No. 2 to Purchase Order #700287483**  
**Between**  
**Gila County**  
**and**  
**Arizona Public Service**  
**(Original Purchase Order recorded on 08/08/06 Doc. Id. 2006-013483)**

**DO NOT REMOVE**

This is part of the official document

No signatures needed  
for this change order

Amendment 2



ARIZONA PUBLIC SERVICE CO  
ARIZONA PUBLIC SERVICE COMPANY  
PO BOX 53999, PHOENIX AZ, 85072-3950

CHANGE NOTICE

No. 700287483  
Rev: 07

TO: GILA COUNTY COMMUNITY ACTION A  
PO BOX 1254  
GLOBE, AZ 85502-1254

Original

Change Date 10/15/2007  
Page: 1

ITEM: 01

The following changes to Item 01 have been made:

	OLD	NEW
UNIT PRICE	270,566.00	329,066.00
ITEM TOTAL VALUE	270,566.00	329,066.00
PO TOTAL VALUE	270,566.00	329,066.00

BILL TO:

Invoice & packing list must refer to PO#, Item# and Part# to facilitate payment.

Pinnacle West Capital Corporation  
ATTN: DISBURSEMENT ACCOUNTING  
Disbursement Accting, MS 9540  
PO Box 53940  
PHOENIX, AZ 85072-3940

PAY TERMS: N/D. Pay within 30 days  
PO Total Value: \$329,066.00 US Dollars

Refer all inquires to: Sibia Manzanarez 602-371-5111, FAX #: 602-371-6112, M/S 3850  
PO BOX 53999, PHOENIX AZ, 85072-3950

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

	Company	Supplier
Signature:	<u>Teresa A. Orlick</u>	_____
Printed Name:	<u>Teresa A. Orlick</u>	_____
Title:	<u>Director - Customer Info &amp; Programs</u>	_____
Date:	<u>10/22/07</u>	_____

When signed by the Company, Supplier shall sign and return one (1) copy signifying acknowledgment and acceptance by Supplier. If supplier does not sign, at Company's option, performance shall be deemed acceptance.



2007-019865

Page: 2 of 3  
12/06/2007 12:49P  
0.00



Gila County, AZ

AM

Amendment No. 2 to the Energy Wise Weatherization Program Agreement for the July 1, 2006 to December 31, 2007 term acknowledged and agreed to:

Teresa A Orlick  
Signature

Jose Sanchez  
Signature

Teresa A. Orlick  
Printed Name

Jose Sanchez  
Printed Name

Director, Customer Information & Prog.  
Title

Chairman, Gila County Board of Supervisors  
Title

10/25/07  
Date

11-20-07  
Date

Approved as to form:

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





AMENDMENT NO. 1

TO

**Agreement for Energy Wise Low Income Weatherization Program Implementation  
between the Gila County Division of Health and Community Services  
and Arizona Public Service Company**

THIS AMENDMENT NO. 1 is entered into effective as of the 1st day of January, 2009, by and between Arizona Public Service Company, an Arizona corporation, with offices at 400 North 5<sup>th</sup> Street, Phoenix, Arizona 85004 ("APS") and the Gila County Division of Health and Community Services, the Contractor, with offices at 5515 South Apache Avenue, Globe, Arizona 85501 ("Counterparty"). ("APS" and "Counterparty" are referred to herein individually as "Party" and collectively as the "Parties").

**WHEREAS**, APS and Counterparty are Parties to that certain Agreement for Energy Wise Low Income Weatherization Program Implementation between APS and Counterparty, Contract No. 700518523, dated effective as of the 1st day of January, 2008 (the "Original Contract"); and,

**WHEREAS**, the Parties desire to extend the term of the Original Contract and make other mutually agreed upon changes;

**NOW THEREFORE**, in consideration of the above premises and respective covenants and agreements hereinafter set forth, the Parties agree to amend the Original Contract as follows:

1. Defined Terms. Defined terms not otherwise defined herein shall have the meaning set forth in the Original Contract.
2. Term. Section 1 of the Agreement is hereby amended to provide that the Original Contract terminates on December 31, 2009.
3. Gross Household Income. Section 2.A.1.c is deleted in its entirety, and the following provision is inserted in lieu thereof:

the individual maximum gross household income of 150% of the federal guideline as defined by the Arizona Department of Economic Security ("DES"); which will remain in effect until the Arizona Corporation Commission ("ACC") amends Decision No. 68647 to incorporate the Federal Low Income Home Energy Assistance Program ("LIHEAP") maximum gross household income guideline or another maximum gross household income guideline, at which time, the individual maximum gross household income guideline will be adjusted to match the guideline specified by the ACC.
4. Allocation. The Allocation amount set forth in Section 3.A. shall be changed to "not to exceed \$60,000".
5. Bill Assistance Allocation. The Bill Assistance Allocation amount set forth in Section 3.C. shall be changed to "not to exceed \$15,707".
6. Final Invoice. A final invoice for the Term shall be submitted by December 1, 2009.
7. Remaining Terms Unchanged. Except as modified in this Amendment No. 001, all other terms and conditions of the Original Contract shall remain unchanged.

IN WITNESS WHEREOF, the authorized representatives of both Parties have executed this Amendment No. 001, effective as of the date first above written:

**GILA COUNTY DIVISION OF HEALTH AND COMMUNITY SERVICES**

**ARIZONA PUBLIC SERVICE COMPANY**

(signature)

Shirley L. Dawson  
Shirley L. Dawson

(signature)

Teresa A. Orlick  
Teresa Orlick

Chairman, Gila County Board of Supervisors

Director, Customer Information & Programs

2/17/09  
(date)

1/29/09  
(date)

APPROVED AS TO FORM:

Bryan Chambers  
Bryan Chambers, Chief Deputy Gila County Attorney

2/5/9  
Date



# Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

This Agreement for Energy Wise Low Income Weatherization Program Implementation (the "Agreement") is entered into as of this 1st day of January, 2008 (the "Effective Date") by and between the Gila County Community Action Agency (the "Contractor") and Arizona Public Service Company, an Arizona corporation ("APS") (Contractor and APS are individually referred to herein as "Party" and collectively referred to herein as "Parties").

## RECITALS

Whereas, on April 12, 2006, the Arizona Corporation Commission ("ACC") approved the APS Energy Wise Low Income Weatherization Program ("Program") in Decision No. 68647;

Whereas, the Contractor and APS desire to implement a comprehensive approach to affordable energy, including weatherization activities, crisis bill assistance, and energy education for APS customers;

Whereas, APS and the Contractor desire to have the Contractor coordinate and implement the Program in conjunction with existing activities for the Federal Weatherization Assistance Program ("WAP"), the Low Income Home Energy Assistance Program ("LIHEAP"), and other programs as appropriate;

Now, therefore, for and in consideration of the recitals set forth above, the respective agreements of the Parties herein set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

## AGREEMENT

### 1. TERM/TERMINATION.

This Agreement is effective on the Effective Date and terminates on December 31, 2008 (the "Term"). Notwithstanding the foregoing, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

### 2. SCOPE OF SERVICES. Contractor will provide the following services (collectively, the "Services");

A. Contractor will provide repairs, reconditioning, replacement or restoration of deficiencies in a Customer's Qualified Home in order to make such homes energy efficient (collectively, the "Weatherization Services").

1. For purposes of this Agreement, an individual is a "Customer" if he or she meets the following requirements:

- a) the individual resides in Qualified Home;
- b) the Qualified Home is served by APS; and
- c) the individual has a maximum gross household income of 150% of the Federal poverty guideline as defined by the Arizona Department of Economic Security ("DES"), as adjusted by DES on a yearly basis every July 1st. (Income determination guidelines will be based on the countable income definition in the Contractors Weatherization Assistance Program guidelines.)

2. For purposes of this Agreement, a "Qualified Home" may be any of the following:

- a) an owner-occupied single family dwelling unit, which may be detached or attached to other owner-occupied dwelling units (e.g., duplex, triplex), including stationary mobile homes that have had the wheels removed and are supported by foundation or blocking;

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

- b) on a case-by-case basis and with APS' prior written consent, which consent APS may withhold in its sole and absolute discretion, a multi-family dwelling located in a structure containing more than dwelling unit (multi-family housing);
  - c) a rental property, provided that the renters provide the Contractor with the property owner's written permission for the property to receive Weatherization Services, and the property owner agrees in writing to not increase the rent for 12 months after completion of the Weatherization Services. A copy of the owner's consent and written agreement must be provided to Contractor prior to performing the Weatherization Services. For rental properties, structurally attached appliances or systems (e.g., evaporative cooler, water lines) are not eligible for the Program. Such appliances or systems are the responsibility of the property owner.
- 3. Contractor will obtain verification of ownership of housing, appliance and/or system. The following documents will be acceptable forms of verification:
  - a) Homeowner: Deed or property tax statement; and
  - b) Renter: Receipt of purchase for the specific appliance or notarized affidavit signed by the property owner confirming that the renter is owner of the specific appliance (with serial number noted) AND proof that the property owner is the owner of the rental property (deed or property tax statement).
- B. All Weatherization Services will be implemented by the Contractor in accordance with the WAP rules as administered by the Arizona Department of Commerce Energy Office (the "Energy Office") with the following exceptions:
  - 1. Weatherization Services will be limited to those that conserve primarily electric energy;
  - 2. Waivers for exceptions in special cases not specifically addressed in ACC Decision No. 68647, docketed April 12, 2006, will not be eligible for reimbursement unless the exceptions are reviewed and approved by APS prior to commencing the work outlined in the waiver; or
  - 3. General Repairs to membranes to stop roof leaks, repairs to or replacement of non-repairable window units, repairs to or replacement of non-repairable exterior doors, restoration or replacement of ceiling areas which cannot support ceiling insulation and restoration or replacement of floor areas over "crawl spaces" which are not structurally strong enough to remain part of a building "envelope" and other similar general repairs may be done as part of Weatherization Services, provided that the entire project per individual residence is cost effective and yields at least a 1.0 benefit to cost ratio using the WAP program manual.
- C. Health and Safety Services: Install, repair, or replace window unit air conditioners or heat pumps that are prescribed by a medical doctor's order.
- D. Repair/Replacement Services: Repairs or replacements of existing utility related electric appliances/systems. When repair costs would exceed replacement costs, or when an appliance would be inoperable or unsafe even with repairs, or when an appliance is of such a vintage that it is economical to replace with an energy efficient model in accordance with guidelines established by the Energy Office, then the item shall be replaced instead of repaired. This service is available only for Customer's in a Crisis Situation, therefore an Assessment is not required prior to performing this Service. Appliances eligible for Repair/Replacement Expenditures are limited to air conditioners, heat pumps, evaporative coolers, refrigerators, and water heaters. The Allocation may not be used to provide for maintenance of these appliances/systems. Inspection of the repair or replacement after completion of the work is to be made by a Contractor representative.

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

- E. WAP Coordination (Piggyback Program Component). Where possible, the Program will be coordinated by Contractor with or piggybacked onto WAP to achieve maximum cost effectiveness and expand the scope of Weatherization Services to be performed on each Qualified Home.
- F. Parallel Weatherization (Stand Alone Program Component). A stand alone program will be utilized by Contractor for those Customers who cannot otherwise be served due to lack of federal or local program funding or who are ineligible for WAP due to being previously weatherized, but who are in need of Weatherization Services.
- G. Energy Education.
  - 1. Contractor shall provide energy education which shall be designed to educate, promote, and assist the Customers on the efficient use of electricity and the benefits of Weatherization Services.
  - 2. Any energy education program will inform the Customers on how their behavior affects energy consumption, efficiency, cost, health and safety so the Customers can make better choices regarding the management of energy usage and its impact on their electric bill.
  - 3. The Contractor may designate energy educators (the "Energy Educator") as responsible for delivering energy education by visiting homes participating in the Weatherization portion of the Program. The Energy Educators may be intake workers, case managers, and/or weatherization crew members.
  - 4. When called upon by the Weatherization Program representative to provide the education services set forth above, the Energy Educator will perform a "walk through" review of the residence to discover the particular sources of energy waste in the home, explain the results of the review to all household members present at the time of the review, and provide recommendations for improving efficiencies in energy usage.
  - 5. If the Energy Educator provides an in-home "walk through" educational visit for a home participating in the Weatherization portion of the Program, the Contractor may invoice APS for a one-time per home fee of \$25 to cover costs associated with energy education. This fee will be deducted from the Allocation.
- H. Program Promotion.
  - 1. The Contractor may, with the Customer's prior written consent, place a sticker provided by APS on the Qualified Home's door or front window that will identify the home as having received Weatherization Services.
  - 2. With the Customer's prior written consent, the Contractor may place signage provided by APS in the front of the property during the Weatherization Services. Contractor will remove the sign when the workers leave the property for more than 24 hours.
- I. Implementation.
  - 1. The Contractor will obtain the Customer's prior written consent and approval for APS to provide the Customer's utility bill history information, including the historic usage of energy by kilowatt hours or therms, to the Contractor.

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

2. The Contractor will conduct the on-site energy audit and detailed inspection of the Qualified Home and appliances using current building science technologies, such as blower doors, duct blasters, flow hoods, infrared heat sensors; analysis of appliances using amp meters and refrigerant pressure gages, and will prepare a report that delineates any deficiencies (the "Assessment") and analyze cost effectiveness in accordance with the Arizona Department of Commerce Energy Office Weatherization Assistance Program Rules.
3. The Contractor will prioritize the Weatherization Services for each Qualified Home based on cost effectiveness and will implement as many Weatherization Services on each Qualified Home, up to a maximum of \$6,000.00 per Qualified Home in any 12-month period, not including Program Delivery Expenditures, subject to the overall cap of the Allocation.

**J. Bill Assistance.** The Contractor will pay electric bills for eligible Customers who are in a Crisis Situation. Contractor shall not pay electric bills for any other Customer.

1. A Customer is in a "Crisis Situation" if the Customer meets all of the following criteria:
  - a) must be a resident of Arizona;
  - b) must not be a resident of an institution. Institutions include:
    - i) hospitals;
    - ii) licensed domiciliary care facilities (family care homes, homes for the aged and family care homes for developmentally disabled adults);
    - iii) intermediate care facilities;
    - iv) skilled nursing facilities or homes;
    - v) alcohol and drug rehabilitation centers or treatment program;
    - vi) dormitories;
    - vii) temporary protective facilities, such as domestic violence shelters, etc.; or
    - viii) prisons;
  - c) for a resident of public housing, the individual must have an obligation to pay the utility bill directly to APS on an ongoing basis; and
  - d) the individual must have had: (i) a loss or reduction of income; (ii) unexpected or unplanned expenses that caused a lack of resources; or (iii) a condition has occurred or exists that endangers the health or safety of the household.
2. A group of individuals in a single residence for which energy is purchased in common is defined herein as a "Household." A Household is eligible for bill assistance for one payment during any 12-month period.
3. A Household may receive up to \$400 to cover a current or past due APS bill, but may not receive funds to pay APS bills from former residences.

**K. Case Management.**

1. APS may refer payment troubled and high use low-income customers to the Contractor for participation in the Program.
2. Customer caseworkers may refer clients to APS Customer Service for information about and enrollment in suitable rate and billing programs, such as Time of Use rates, Equalizer payment, and APS' Energy Support Program (E-3) which is a discount program for low-income customers.

# Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

L. Program Coordination.

1. APS' may at its option retain a third party manager to coordinate the Program. If APS elects to retain a third party, the third party will serve as the coordinator for all APS Weatherization Services and bill assistance activities that are within APS' service territory. In this capacity, the coordinator will:
  - a) act as liaison between APS and the Contractor for program coordination and implementation;
  - b) serve as a central point for invoicing, tracking, validating and reporting weatherization program activities to APS; and
  - c) identify technical assistance needs and develop and coordinate training.
  - d) Encourage the dissemination of energy education information by the Energy Educator to all Customers participating in the weatherization portion of the Program.
  - e) Assist APS in developing and delivering communications to promote the Program.
2. All household Weatherization Services and bill assistance related data will be entered into a database approved by APS. The database is to be kept current and confidential.

M. Documentation. The following documentation will be kept on file in the Customer file at the Contractor's offices and will be available for review by APS until such a time that APS deems it unnecessary for audit purposes:

1. Community action client application form with appropriate documentation attached. This application is currently being used for DES LIHEAP program.
2. Weatherization Services application-specific information form.
3. Energy assistance program fuel information release form. Indicates the energy supplier is APS.
4. Documentation required by Section 2.A.2 with respect to a Qualified Home.
5. Household Characteristics Form.
6. Pressure Diagnostic Report (where applicable).
7. Combustion Safety Report (where applicable).

3. COMPENSATION/TAXES.

A. APS shall reimburse Contractor for Authorized Expenditures in an amount not to exceed \$60,000.00 for the Term (the "Allocation"). Unused portions of the Allocation are not carried over beyond the Term. The Allocation is based on an estimate of the number of low-income customers living in the areas served by APS. The Allocation may be adjusted by APS as the number of qualified customers served by APS changes and as the Contractor demonstrates its ability to manage the funds provided by APS.

1. The "Authorized Expenditures" consist of the following:
  - a) Weatherization Expenditures. Expenditures for the Contractor's direct costs of providing Weatherization Services, including:

# Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

- (i) Preparation and performance of the Assessment;
    - (ii) analysis of appliances using amp meters and refrigerant pressure gages;
    - (iii) visual inspection of the property;
    - (iv) Contractor labor;
    - (v) materials;
    - (vi) contract labor;
    - (vii) General Repairs; and
    - (viii) Energy Education fee as specified in Section 2.G.5.
  - b) Expenditures for Health and Safety Services.
  - c) Expenditures for Repair/Replacement Services.
  - e) Program Delivery Expenditures. Reasonable out-of-pocket costs incurred by the Contractor to provide Weatherization Services, Health and Safety Services, and Repair/Replacement Services to Customers that would not be incurred if those Services were not provided, including: vehicle mileage; tools; employee related expenses such as social security, Medicare, etc.; equipment rental; cost allocated shares of office and management expenses; expenses for technical training of field technicians.
  - f) Bill Assistance expenditures provided under Section 2.J.
  - g) Bill Assistance Program Delivery Expenditures. Reasonable out-of-pocket costs incurred by the Contractor to provide Bill Assistance that would not be incurred if those Services were not provided, including: vehicle mileage; tools; employee related expenses such as social security, Medicare, etc.; cost allocated shares of office and management expenses.
- B. In addition, the following limitations apply to the distribution of the Allocation among the Authorized Expenditures:
- 1. Weatherization Expenditures: maximum of 100% of the Allocation.
  - 2. Health and Safety Expenditures: maximum of 2% of Weatherization Expenditures.
  - 3. Repair/Replacement Expenditures: maximum of 10% of Weatherization Expenditures.
  - 4. Bill Assistance: maximum of \$15,707.00. If other agencies participating in the Program under spend their Bill Assistance allowance, APS may authorize additional expenditures for this Program component.
  - 5. Program Delivery Expenditures: maximum of 20% of the combined Weatherization Expenditures, Health and Safety Expenditures, and Repair/Replacement Expenditures. Program Delivery Expenditures are funded from the Allocation and are not in addition to the Allocation.
  - 6. Bill Assistance Delivery Expenditures: maximum of 10% of Bill Assistance. Bill Assistance Delivery Expenditures are funded from the Bill Assistance Allocation.
- C. The Contractor will submit to APS within 30 days of the Effective Date, a budget for the Term showing a projected best estimate of how funds will be spent month by month. The budget will include allocations to each of the Authorized Expenditures. The Weatherization budget shall include Weatherization Expenses, Health and Safety Expenses, Repair/Replacement Expenses, and the Weatherization portion of the program delivery expense. The Bill Assistance budget shall include the bill assistance and the bill assistance portion

# Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

of the program delivery expense. The Contractor will make a good faith effort to manage expenditures to meet the budgeted amounts on a monthly basis.

- D. The Contractor will submit all invoices to APS or the third party contractor within 30 working days following the last day of the month in which work is completed.
- E. APS or the Third Party Coordinator if so designated will review the weatherization expenditures for compliance with the Program and will process the invoice and APS will make payment to the Contractor within 30 days of receipt of the invoice from the Third Party Coordinator. Weatherization expenditures for items that are not within the scope of this Agreement or not covered by a pre-approved waiver will be disallowed and the invoice will be returned to the Contractor with the specific items highlighted. The Contractor may resubmit the invoice with further explanation for review by APS. If the weatherization expenditures are deemed to comply with the terms of this Agreement, APS will reimburse the Contractor for those items; otherwise, they will be disallowed and ineligible for reimbursement.
- G. Until further notice, the Contractor will send monthly invoices to:

Arizona Community Action Association  
Executive Director  
2700 N 3<sup>rd</sup> Street, Suite 3040  
Phoenix, AZ 85004
- H. Each invoice shall include itemized expenditures by APS Customer account number broken into the following categories: Weatherization Expenditures; Health and Safety Expenditures; Repair/Replacement Expenditures; Bill Assistance costs and Bill Assistance Delivery Expenditures; Program Delivery Expenditures costs by category; and Energy Education fees.
- I. As between APS and the Contractor, the Contractor shall be responsible for any taxes that may be levied or imposed upon the transactions contemplated by this Agreement.

## 4. GENERAL TERMS AND CONDITIONS.

### A. Warranties.

- 1. Contractor's Warranties. The Contractor warrants that the Services shall: (a) be performed and completed in a thorough, safe and workmanlike manner; (b) be free from defects in design, workmanship, and title; (c) otherwise conform to this Agreement; (d) be of the standard and quality generally recognized and accepted within its industry or profession throughout the United States; (e) be performed in compliance with all applicable laws, rules, regulations, codes, standards, ordinances and orders of regulatory authorities having jurisdiction over the activities contemplated by this Agreement.
- 2. Disclaimer of Warranties by APS. APS is only providing funding to the Contractor to enable it to afford and provide the Services to the Customers. APS is not involved in the selection or implementation of the Services provided. Accordingly, **all warranties of any kind or nature are hereby disclaimed by APS whether statutory, express or implied, including, without limitation, the warranty of merchantability, fitness for purpose or arising from course of dealing or usage of trade. The total cumulative liability of APS for all claims of any kind arising from or relating to this Agreement, whether such claims are based on contract, warranty, tort (including negligence), strict liability, contribution or otherwise, shall not exceed the unused portion of the Allocation.**

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

- B. **Independent Contractor.** The Parties will act as independent contractors and neither Party will act as agent for or partner of the other Party for any purpose whatsoever, and the employees of one will not be deemed employees of the other. Nothing in this Agreement will grant to either Party, the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.
- C. **Limitation of Liability.**
1. Neither Party, nor its respective officers, directors, employees, agents, advisors, representatives, affiliates, or successor or assigns shall be liable to the other Party for any indirect, consequential, special, punitive or exemplary damages for any actions resulting from or arising out of this Agreement, whether based on contract, tort (including, but not limited to, negligence), strict liability, professional liability, contribution, or otherwise, provided, however, that this limitation of liability shall not apply to the extent: (a) that APS is entitled to indemnification from the Contractor as a result of a third party action as set forth in Section 4.D, Indemnification, or (b) losses arise from a breach of Contractor's obligations of confidentiality under Section 4.F, Confidentiality and Advertising.
  2. The Contractor assumes all risks with respect to the selection of contractors and subcontractors who will perform Weatherization Services as contemplated by this Agreement and the sale and/or distribution of Weatherization.
- D. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless APS and its officers, directors, employees, agents, advisers, representatives, and affiliates (collectively, an "APS Indemnitee") for, from and against any and all liabilities, losses, damages, fines, penalties, and costs and expenses of any kind or nature, whether or not covered by insurance, including reasonable attorneys' fees and expenses, that any APS Indemnitee may incur in connection with any claim, action, dispute, demand, or right of action, whether in law or in equity, of every kind and character arising out of, or resulting from (either directly or indirectly): (a) any bodily injury, including death, to any person, or any damage or destruction of any tangible property, to the extent caused by any willful, wanton or reckless misconduct or any negligent or intentional act or omission (including acts or omissions resulting in strict liability) of Contractor, its officers, employees, agents (including, any contractors or subcontractors of the Contractor), and suppliers; or (b) any actual or alleged infringement, misuse, derogation, or violation of any third party intellectual property. If a third party asserts a claim against an APS Indemnitee, the APS Indemnitee will give written notice to the Contractor promptly after the APS Indemnitee has actual knowledge of any claim as to which indemnity may be sought. The failure to give notice of the claim as required by the preceding sentence will not relieve the Contractor of its indemnification obligations except to the extent that the Contractor is materially damaged as a result of such failure. The APS Indemnitee will permit the Contractor (at the expense of the Contractor) to assume the defense of any claim or any litigation resulting therefrom, provided that (a) the counsel for the Contractor who conducts the defense of such claim or litigation is reasonably satisfactory to the APS Indemnitee, and (b) the APS Indemnitee may participate in such defense at their own expense. If the APS Indemnitee determines in good faith that the conduct of the defense of any claim might adversely affect any APS Indemnitee's ability to conduct its business, or that the APS Indemnitee may have available to it one or more legal defenses that are different from, additional to, or inconsistent with those that may be available to the Contractor, the APS Indemnitee will have the right to participate in the defense of such action at the Contractor's expense. Neither the Contractor nor the APS Indemnitee may settle or compromise any claim without the prior written consent of the other party, which consent shall not be unreasonably withheld. The APS Indemnitee will have the right to defend any claim, at the Contractor's expense, if the Contractor does not undertake the defense of the claim. In any event, the Contractor and the APS Indemnitee will cooperate in the defense of any claim and the records of each will be available to the other with respect to such defense.

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

- E. **Confidentiality and Advertising.** All nonpublic information that APS provides to the Contractor or that the Contractor acquires from any source in connection with this Agreement shall be deemed to be APS' confidential information ("APS Confidential Information"). APS Confidential Information includes, but is not limited to: (a) Customer specific information, including Customer's utility bill information history; (b) any reports, specifications, know-how, strategies or technical data, processes, business documents or information, market research or other data, customer or client lists, and all other information concerning the business and affairs of APS that are owned, used, or possessed by or for the benefit of APS; (c) APS intellectual property; and (d) confidential information or materials obtained by the Contractor from a third party in connection with performance of its obligations under this Agreement.

The Contractor shall not make copies, reproductions, abstracts or excerpts of the APS Confidential Information in whole or in part, except as authorized by APS. All copies, reproductions, excerpts or abstracts are deemed to be APS Confidential Information to the same extent as any originals. Upon APS' request at any time or upon the expiration of the Term, the Contractor shall promptly return to APS all APS Confidential Information and all copies thereof or other physical embodiments of the APS Confidential Information.

The Contractor agrees that any and all of the APS Confidential Information shall be maintained in confidence by the Contractor indefinitely. APS Confidential Information may not be disclosed by the Contractor to any person other than the Contractor's personnel, employees or agents who require knowledge of the APS Confidential Information in order to perform its obligations under this Agreement. The Contractor further agrees that such APS Confidential Information shall be used solely in connection with the Contractors performance of its obligations hereunder, and for no other purpose, and that all persons to whom the Contractor discloses the APS Confidential Information shall be advised of its confidential nature and of the Contractor's obligations of confidentiality and non-use under this Agreement. The Contractor shall be responsible for any disclosure or use of APS Confidential Information by persons to whom Contractor provided the APS Confidential Information that is not in accordance with this Agreement.

The name of APS or any of its affiliates shall not be used in any advertising or other promotional context by the Contractor or its contractors or subcontractors without the prior written consent of APS (which may be withheld by APS in its sole discretion).

- F. **Dispute Resolution/Attorneys Fees.** If a dispute arises concerning this Agreement, a meeting of the Parties shall be held within 10 business days after either Party gives the other Party written notice of the dispute (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved Party's position and its proposal for resolution of the dispute. A representative of each Party who has authority to resolve the dispute shall be in attendance at all meetings. If the dispute is not resolved within 30 calendar days after the first meeting of the Parties, either Party is free to use any other available remedy, including litigation. The Dispute Notice and 30-day discussion period are conditions precedent to each Party's right to resort to any other method. A Party's failure to comply with this Section shall entitle the other Party to recover its costs and reasonable attorney's fees in any judicial proceedings that circumvent this dispute resolution provision. The prevailing Party in any proceedings instituted by either Party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses.
- G. **Severability.** If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.
- H. **Disclaimer of Third Party Beneficiaries.** There are no persons or entities other than those who are signatory to this Agreement that are intended to be benefited by the terms contained herein and except to the extent a person or entity is entitled to indemnification pursuant to Section 4.D, all third party beneficiaries are hereby disclaimed.

# **Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company**

- I. **Survival.** Termination of this Agreement shall not relieve either Party of any obligation under this Agreement which expressly or by implication survives termination of this Agreement, including its obligations under the following section headings: Insurance Coverages, Indemnification, Limitation of Liability, Warranties, Records and Auditing, Confidentiality and Advertising, Governing Law, Dispute Resolution/Attorney's Fees.
- J. **Entire Agreement:** This Agreement contains the final and complete agreement between the Parties for performance of the Services specified herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to those Services, whether written or oral.
- K. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona and of the United States without giving effect to the doctrine of conflict of laws. This Agreement shall be deemed made and entered into in Maricopa County, Arizona. Any suit to enforce this Agreement shall be instituted only in the Superior Court of Maricopa County, Arizona, or the Federal District Court for the District of Arizona, and such Courts shall have the exclusive jurisdiction.
- L. **Preservation of Rights.** The Parties further agree that this Agreement shall not in any way be deemed a waiver, abrogation, impairment or amendment of any other agreement between the Contractor and APS, including but not limited to (i) lease(s) entered into by APS, either alone or as a co-tenant with others, and the Contractor, and (ii) federal grant(s) of rights-of-way issued to APS, either alone or as a co-tenant with others, by the United States. Except as expressly provided in this Agreement, this Agreement and the actions of the Parties contemplated under such Agreement are not intended, nor shall they be deemed, to constitute any waiver, consent or admission with respect to the existence or lack of regulatory, taxing, or adjudicatory authority or jurisdiction of the Contractor over APS.
- M. **Notices and Designated Representatives.** All notices required to be given by this Agreement will be given in person, by certified United States Mail, postage prepaid, return receipt requested, or by telecopier (confirmed by the mailing of the original in the manner as abovementioned). All notices shall be deemed given when received. Notices shall be directed to the Parties as follows:

If to APS:  
Arizona Public Service Company  
P.O. Box 53999  
Phoenix, Arizona 85072-3999  
Designated Representative:  
Jerry Mendoza, Mail Station 8666  
Phone: (602) 250-2243  
Fax: (602) 250-3371

If to Contractor:  
Gila County Community Action Agency  
5515 S Apache Ave., Suite 200  
Globe, AZ 85501  
Designated Representative:  
Malissa Buzan  
Housing Services Program Manager  
Phone: (928) 425-7631, ext. 8693  
Fax: (928) 425-9468

# Agreement for Energy Wise Low Income Weatherization Program Implementation between the Gila County Community Action Agency and Arizona Public Service Company

Notices shall be effective: (a) on the date delivered by personal delivery, facsimile, or electronic mail; (b) three (3) business days following the date deposited in the United States mail; or (c) the next business day following delivery to a reputable overnight delivery service. Notices and communications shall be delivered or mailed to the Parties' designated representatives named above.

Designated representatives of either Party may be changed at any time upon providing the other Party prior written notice of such change.

- O. Assignment. Neither Party will assign, transfer or otherwise dispose of its rights or obligations under this Agreement or any interest therein, without the other Party's prior written consent, which will not be unreasonably withheld or delayed.
- P. Amendments and Modifications. This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents. No course of dealing or oral changes between the parties will be effective or legally binding as an amendment to this Agreement.
- Q. Records and Auditing. Contractor shall maintain accurate and complete records relating to its performance of this Agreement, including accounting records in support of all billings to Company. These records shall be retained by Contractor and be reasonably available for Company's inspection and audit for 4 years after completion or termination of this Agreement.
- R. Waiver. A Party's failure or delay in enforcing the terms and conditions of this Agreement or in insisting upon strict performance of any of the other Party's obligations shall not be interpreted as a waiver thereof. Waiver of any provision of this Agreement by either Party shall only be effective if in writing and shall not be interpreted as a waiver of any subsequent breach or failure under the same or any other provision of this Agreement. No conduct, statement, course of conduct course of dealing, oral expression, or other action shall be construed as a waiver.
- S. Waiver of Jury Trial. THE PARTIES WAIVE TRIAL BY JURY AND AGREE THAT ANY ACTION TO ENFORCE THIS AGREEMENT SHALL BE TO THE JUDGE WITHOUT A JURY.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the Effective Date.

ARIZONA PUBLIC SERVICE COMPANY

CONTRACTOR

By: *Teresa A. Arbet*  
Title: Director - Customer Information Programs

By: *Joe M. Lynch*  
Title: Chairman of Gila County Board of Supervisors

Approved as to form:

*Bryan Chambers*  
Bryan Chambers  
Chief Deputy County Attorney





## 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 attached to this agenda item 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.

### **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.

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

**Submitted For:** Malissa Buzan, CAP/Housing Services Manager  
**Submitted By:** Cecilia Bejarano, Executive Administrative Assistant, Community Services Division

**Department:** Community Services Division **Division:** Comm. Action Program/Housing Servs.

**Fiscal Year:** 2011-2012 **Budgeted?:** Yes

**Contract Dates Begin & End:** 7/1/2011-6/30/2012 **Grant?:** Yes

**Matching Requirement?:** No **Fund?:** Replacement

**Presenter's Name:**

Information

Request/Subject

Amendment No. 1 to the 2011-2012 Independent Contractor Agreement Contract No. 07012011-12

Background Information

Original Contract No. 07012011-12 was signed by Chairman Michael A. Pastor on July 20, 2011.

Evaluation

Amendment No. 1 will allow the Arizona Community Action Association (ACAA) to fund the Gila County Community Services Division, Community Action Program an additional \$100,000 (\$92,593 direct services and \$7,407 Program delivery) for Utility Repair, Replacement and Deposit (URRD) Services. This will bring the total funding of URRD to \$129,938.00. All other parts of the original contract remain unchanged and in effect. The period of the contract continues to run from July 1, 2011 to June 30, 2012.

The Arizona Community Action Association (ACAA) promotes economic self-sufficiency for low-income people through collaborations which: strengthen, represent and promote Arizona's Community Action; encourage and enhance inter agency cooperation; represent low-income concerns; assure maximum feasible participation of low-income people; develop partnerships with the public and private sectors; and engage in research and education related to developing solutions to poverty. Community Action changes peoples lives, embodies the spirit of hope, improves communities, and makes America a better place to live. ACAA cares about the entire community and is dedicated to helping people help themselves and each other.

Arizona Community Action Association promotes self-sufficiency by working with Community Action Agencies statewide to provide a hand up, the tools needed to become self-sufficient. Our members' services include case management and emergency assistance for food, utilities rent and eviction prevention, emergency shelter, financial assistance, resources, referrals and employment.

Arizona Community Action Association unites communities to end poverty through community based initiatives and solutions. The Arizona Community Action Association is a 501 (c)(3) non- profit agency created in 1967 to address poverty across Arizona. Through the collaboration of nearly 300 organizations and individuals, ACAA develops and implements strategies to address and ultimately eliminate poverty.

Conclusion

By the Board of Supervisors approving Amendment No. 1 to Contract No. 07012011-12, the Gila County Community Action Program, Housing Services, will continue to provide Utility, Repair, Replacement, and Deposit Program to eligible citizens residing in Gila County.

Recommendation

The Community Action/Housing Services Manager recommends the Board of Supervisors approve this Amendment.

Suggested Motion

Approval of Amendment No. 1 to Contract No. 07012011-12 between the Arizona Community Action Association and the Gila County Division of Community Services, Community Action Program, whereby Arizona Community Action Program will allocate additional Utility, Repair, Replacement and Deposit (URRD) Program funds in the amount of \$100,000 (\$92,593 for direct service and \$7,407 for program delivery) in order to provide additional URRD services to eligible families residing in Gila County for the period July 1, 2011, through June 30, 2012.

---

Attachments

Amendment No. 1 to Contract 07012011-12

ACAA Contract No. 07012011-12

Legal Approval



## Arizona Community Action Association

### **Amendment No. One (1) to the 2011-12 Independent Contractor Agreement Contract No. 07012011-12**

The Independent Contract Agreement dated July 20, 2011 between Arizona Community Action Association (ACAA) and **Gila County Community Action Program, a department of Gila County Health and Community Services** (hereinafter "Contractor") to conduct application intake and eligibility determination for the Utility, Repair, Replacement, and Deposit Program (URRD) is hereby amended as follows:

#### **Purpose of the Amendment:**

To allocate additional URRD funds in the amount of **\$100,000.00** (\$92,593.00 for direct service and \$7,407.00 for program delivery) in order to provide additional repair and replacement services to eligible families residing in Gila County:

#### **Amendment to:**

Section I. Services and Programs – 1.2 Fund Sources:

**URRD Fund Source: Increase direct service amount dollars from \$27,720.37.00 to \$120,313.37, and program delivery dollars from \$2,217.63 to \$9,624.63.**

#### **Whole Agreement:**

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

In Witness Whereof, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

**CONTRACTOR:**

**Gila County Board of Supervisors**

Tommie C. Martin

\_\_\_\_\_  
Chairman, Gila County

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

**Arizona Community Action Association,  
an Arizona non-profit Corporation:**

  
\_\_\_\_\_  
Cynthia Zwick, Executive Director

Date: 11/22/11

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Chief Deputy County Attorney  
Bryan B. Chambers

\_\_\_\_\_  
Date

**Address:**

5515 S. Apache Avenue, Suite 200  
Globe, Arizona 85501

**Address:**

2700 N. 3<sup>rd</sup> Street, Suite 3040  
Phoenix, Arizona 85004  
(602) 604-0640  
Fax No. (602) 604-0640  
Email: [czwick@azcaa.org](mailto:czwick@azcaa.org)



Arizona Community Action Association

**INDEPENDENT CONTRACTOR AGREEMENT**

**(2011–2012 Utility Assistance Programs)**

**Contract Number: 07012011-12**

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County Community Action Program, a Department of the Gila County Health and Community Services** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

**RECITALS:**

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility deposit, repair and replacement, and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in *Section 1* (the "Fund Sources") pursuant to Program Documents (as defined in *Section 4*).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. The total amount of the contract is **\$115,570.83**.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

1. **Services and Programs.**

1.1 **Services.** Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in *Section 1.2*: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work and utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in *Section 2*. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Project Director"). Contractor may also received instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

Advocating, Educating and Partnering to Prevent and Alleviate Poverty.

2703 N. 3rd Street Suite 3040 Phoenix, Arizona 85004 TEL 602 604 0640 FAX 602 604 0644 Web [www.azcaa.org](http://www.azcaa.org)

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

Fund Source	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information No credits can be given to accounts.
The Home Energy Assistance Fund General Bill Assistance Program	\$2,464.15	\$246.42	\$2,710.57	Utility assistance Utility deposit	<ul style="list-style-type: none"> <li>Refer to Exhibit A – Home Energy Assistance Fund Policy Manual</li> <li>Agency makes utility payment guarantees and payments. Service costs and program delivery expenses are reimbursed based on activity reports.</li> </ul>
Home Energy Assistance Fund – Allocation for Native Americans Living on the Reservation	\$5,633.80	\$563.38	\$6,197.18	Utility assistance Utility deposit for Native Americans living on the reservation	<ul style="list-style-type: none"> <li>Refer to Exhibit A – Home Energy Assistance Fund Policy Manual</li> <li>Agency makes utility payment guarantees and payments. Service costs and program delivery expenses are then reimbursed based on activity reports and invoices.</li> </ul>
Southwest Gas Bill Assistance Program	\$6,325.08	\$0	\$6,325.08	Utility Assistance for Southwest Gas customers	<ul style="list-style-type: none"> <li>Refer to Exhibit C – Southwest Gas Low – Income Bill Assistance Guidelines</li> <li>Agency makes utility payment guarantees and payments. Service costs are reimbursed based on activity reports.</li> </ul>
SRP Bill Assistance Program	\$4,000.00	\$400.00	\$4,400.00	Utility assistance, utility deposit for Salt River Project customers	<ul style="list-style-type: none"> <li>Refer to Exhibit A – Home Energy Assistance Fund Policy Manual</li> <li>Max grant \$600</li> <li>Agency makes utility payment guarantees and payments. Service costs are reimbursed based on activity reports.</li> </ul>
Utility Repair Replacement and Deposit	\$27,720.37	\$2,217.63	\$29,938.00	Utility/Appliance Repair or Replacement Utility Deposit	<ul style="list-style-type: none"> <li>Refer to Exhibit B – Utility Repair Replacement Deposit Policy Manual</li> <li>Agency makes payment guarantees and payments to utilities and provides repair and replacement services. Service costs and program delivery expenses are then reimbursed based on activity reports and invoices.</li> </ul>
APS Crisis Bill Assistance Program	\$60,000.00	\$6,000.00	\$66,000.00	Utility assistance	<ul style="list-style-type: none"> <li>Maximum grant amount is \$400.00 (current or past due amounts)</li> <li>Households must be between 150 – 200% of the Federal Poverty Guidelines.</li> <li>Follows the regular APS bill assistance program. No deposits, reconnect fees or establishment charges.</li> </ul>
<b>Total:</b>	<b>\$106,143.40</b>	<b>\$9,427.43</b>	<b>\$115,570.83</b>		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

## 2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to *Section 2.2*, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement and July 1, 2011 (the "Effective Date") and ending on June 30, 2012.

2.2 Termination. Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

## 3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15<sup>th</sup> day of each month, Contractor will submit an invoice to ACAA for all services Contractor performed during the prior month as required by *Section 4*. ACAA will endeavor to review Contractor's invoices and give notice to Contractor of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of Contractor's invoice to the applicable Fund Sources. Contractor acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 Reimbursement of Expenses. ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.3 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate, during the contract period, is not at a reasonable percentage to ensure one hundred percent expenditure of funds. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns.

3.4 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between

ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.5 Indemnification. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

### 3.6 Insurance.

3.6.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.6.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.6.3 Contractor shall provide coverage with limits of liability not less than those stated below.

1. *Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The



representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.6.7 Contractor shall furnish ACAAA with certificates of insurance (ACORD form or equivalent approved by ACAAA) 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 ACAAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.6.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. **Compliance with Terms of Funding.** Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the documents attached hereto as *Exhibits A* through *F* and any written policies and procedures that ACAAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAAA on forms prescribed by ACAAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 **Grant Management System Database (GMS).** Contractor will ensure all fund sources will be directly inputted into the GMS Database system or transferred electronically.

5. **Confidential Information.**

5.1 **Contractor's Obligation of Confidentiality.** Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAAA

in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this *Section 5* for the benefit of ACAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. Audit and Inspection. ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. Notices. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by

the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability.** Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors.** Contractor may not assign Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. **Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold.** ACAA's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum.** This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Counterparts; Facsimile.** This Agreement may be executed in counterparts and delivered by facsimile.

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

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

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

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

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

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the effective Date.

**Contractor:**  
Gila County Board of Supervisors

Margaret A. Porter  
Chair, Gila County  
7-20-11

Date:

Arizona Community Action Association,  
an Arizona nonprofit corporation

By Cynthia Zwick  
Name: Cynthia Zwick  
Title: Executive Director

Date: 6-23-11

Approved as to Form:  
[Signature]  
Chief Deputy County Attorney

7/19/2011  
Date

Address:  
2700 North 3<sup>rd</sup> Street, Suite 3040  
Phoenix, Arizona 85004  
Fax No.: 602-604-0644  
E-mail: [czwick@azcaa.org](mailto:czwick@azcaa.org)

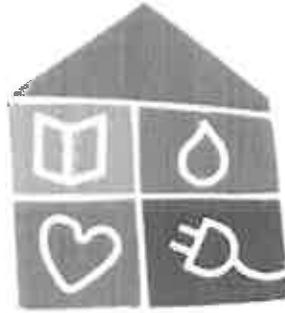
Address:  
5515 S. Apache Avenue, Suite 200  
Globe, Arizona 85501



Arizona Community Action Association

**List of Exhibits:**

- Exhibit A Home Energy Assistance Fund Policy and Procedure Manual  
Effective July 1, 2011 – June 30, 2012
- Exhibit B Utility Repair, Replacement and Deposit Policy Manual  
Effective July 1, 2011 – June 30, 2012
- Exhibit C Southwest Gas Low Income Bill Assistance Guidelines
- Exhibit D Arizona Public Service (APS) Crisis Bill Assistance Program  
Summary
- Exhibit E Instructions for Verifying Citizenship and Non-Citizen Legal  
Permanent Resident Status (To be used with URRD and HEAF)
- Exhibit F Federal Poverty Income Guidelines for 2011-2012



**Home Energy  
Assistance Fund**  
*Aid. Educate. Conserve.*

**Exhibit A**

**Arizona Community Action Association  
Home Energy Assistance Fund  
SFY-2012**

**Policy Manual**

**July 1, 2011 – June 30, 2012**

## Table of Contents

<b>Mission</b> .....	<b>1</b>
<b>Purpose and Principles</b> .....	<b>1</b>
<b>Household Eligibility</b> .....	<b>1</b>
An Eligible Applicant.....	1
Relatives of Applicants .....	1
Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants.....	1
Services to Native Americans Living on Reservation.....	2
Income Eligibility.....	2
Utility Status.....	2
Definition of Crisis.....	2
Sincere Effort to Pay .....	2
Housing Status.....	2
Energy Burden.....	3
<b>Grants Approvals</b> .....	<b>3</b>
Grant Amounts .....	3
MPower® and Other Prepay Energy Sources .....	3
Grant Frequency .....	4
Assistance Available .....	4
Multiple Accounts .....	4
Grants pay for:.....	4
Account arrearages.....	4
Security Deposit.....	4
Current Account Charges.....	5
Late Fees .....	5
Service Establishment and Reconnect Fees .....	5
Decision Notice .....	5
Other Utility Assistance Programs .....	5
Payments Made to Ineligible Households .....	5
Fraudulent Information.....	5
<b>Determining Household Income</b> .....	<b>5</b>
Countable Income.....	5
Sources of countable income: .....	5
Excluded Income.....	6
Individuals Whose Income Must Be Counted.....	6
Individuals Whose Income Will Not Be Counted.....	6
Household Members.....	6
2009 – 2010 Federal Poverty Income Guidelines .....	7
<b>Determining Household Energy Burdens</b> .....	<b>7</b>
<b>Verification and Documentation</b> .....	<b>8</b>
Maintaining Client Records.....	8
<b>Policy Changes and Clarifications</b> .....	<b>8</b>
Monitoring Process.....	9
<b>Cooperation</b> .....	<b>9</b>

---

<b>Confidentiality</b> .....	<b>9</b>
<b>Non Discrimination Policy</b> .....	<b>9</b>
<b>Appeals Policy</b> .....	<b>10</b>
<b>Glossary of Terms</b> .....	<b>11</b>

## **Mission**

*The Home Energy Assistance Fund develops and coordinates resources through education, advocacy, financial assistance and partnerships to help Arizona families meet their basic energy needs and move toward economic stability.*

## **Purpose and Principles**

The ACAA Home Energy Assistance Fund, also referred to as the “Fund”, has been established to provide assistance to Arizona households needing assistance in managing their energy burdens. The tenets of the program include:

- Crisis prevention – to guard against disconnection, to facilitate or to establish reconnection of natural gas, electric services, and other non regulated fuel sources;
- Be an adjunct to currently existing energy assistance resources;
- Be a “hand up” not a “hand out”;
- Empower administering agencies with the discretion to assist families as needed.

## **Household Eligibility**

### **An Eligible Applicant**

The applicant must be an adult household member. The applicant must provide verification of household membership. Verification includes but is not limited to: driver’s license with household address, a post office marked document, or an authorized statement from a third party such as a bank statement.

If the applicant is not a member of the household, in order to apply for assistance, s/he must show evidence of a Power of Attorney or a notarized statement, or any other acceptable document authorizing him/her to represent the household.

### **Relatives of Applicants**

Intake workers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically parents, siblings, spouses, aunts, and uncles are to be interviewed by another intake worker, the Program Manager/Supervisor or Director. Upon request, and when possible, Home Energy Assistance Fund staff may provide application intake.

### **Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants**

Agency employees and/or other employees of the sub-contracted entity shall not be denied the right to apply for and receive services due to their employment with the sub-contracted entity. These individuals or members of their households may apply for assistance. Application intake

for an Agency employee must be conducted, eligibility determined, and authorized by the next level of supervision. Upon special request, and if available, a Home Energy Assistance Fund staff member may provide the intake of an application.

### **Services to Native Americans Living on Reservation**

Agencies will provide Home Energy Assistance Fund bill assistance services to Native Americans living on tribal reservations. The amount of funding to be used to serve families living on reservation is to be no less than the proportion of all Native Americans living on reservation within their respective service territory. Agencies are responsible for managing the outreach and referral processes in order to serve this population.

### **Income Eligibility**

Household income level will be limited to 200% FPIG<sup>1</sup>. Refer to the **Determining Household Income** section of the Policy Manual for methods in determining the household income.

### **Utility Status**

Applicants with a delinquent account<sup>2</sup>, a disconnect notice or who are without utility service are eligible for assistance. Intake workers have the discretion to extend special consideration for assistance to households demonstrating hardship and have a past due notice or a large outstanding balance. Applicants are not required to be the customer or record but must provide verification of the relationship between the utility services address and the applicant residential address.

### **Definition of Crisis**

It is the intake worker's responsibility to determine the crisis reason and its relationship to the client's current need for services. The crisis reason may be supported with the necessary documentation and/or verification when applicable.

#### **Crisis Reasons<sup>3</sup>:**

1. Loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits.
2. Unexpected and/or unplanned expenses that caused lack of resources.
3. A condition that endangers the health and safety of the household.

### **Sincere Effort to Pay**

Applicants are expected to have demonstrated an effort of payment over the prior 90 days, but it is not required. There is no minimum dollar amount required to demonstrate effort of payment.

### **Housing Status**

Assistance may be provided for individual residential utility accounts. Assistance may also be granted if utilities are included with rent if proper verification is provided<sup>4</sup>.

---

<sup>1</sup> Applicants over the 200% FPIG income guideline could qualify based on demonstration of need

<sup>2</sup> An account that is one or more days past due

<sup>3</sup> Refer to the Glossary of Terms for detailed examples of crisis reasons

<sup>4</sup> Evidence may include a copy of the lease or a note from the landlord.

## **Energy Burden**

The household Energy Burden will also be used to determine eligibility for a grant. The energy Burden is determined by dividing the household's one month utility costs by the last 30 days of income. Refer to the **Determining Energy Burden** section of the Policy Manual for a detailed process.

## **Grants Approvals**

### **Grant Amounts**

The total assistance possible is a maximum of \$500. Payment(s) may include current and past due amounts including late charges, deposits, and reestablishment fees.

### **M-Power® and Other Prepay Energy Sources**

The energy burden for SRP M-Power® customers and other cash-based energy resources will be the same as described in the **Determining Energy Burden** section. **A history of purchases from the vendor will be required to show purchases made in the past 30 days.** The client also may be required to present any purchase receipts that might fall between the usage statement and the time of the application. Specific to SRP M-Power® customers, it will be important to identify if the client has any debt on the account and what percentage of the purchases made have been applied to the debt and applied to the forward balance to determine an accurate energy burden.

The use of the funds, not to exceed \$500, will be used to eliminate any debt on the account and then to alleviate the crisis. The intake worker may determine the amount needed to sustain the utility for the household until the next source of income or from an evaluation of the current energy burden<sup>5</sup>. The intake worker may also take into consideration other past usage and the weather at that time to determine the grant amount. It is important to communicate to the utility vendor what portion of the grant will be applied to the debt and what portion will be applied to the forward balance.

If the debt on the account exceeds \$500, the forward balance and amount to pay off the debt can be determined by working backwards. First determine the forward balance needed to alleviate the crisis and then the remaining money available will be applied to the debt.

Example 1:

Mpower customer

---

<sup>5</sup> Forward balance cannot not exceed 150% of the current energy burden.

Back balance = \$150

30 day need = \$100

Payback percentage required by SRP: 40%

Total grant: \$250

The case log must note that \$150 is earmarked for balance payoff. Otherwise, the \$250 will automatically be posted with 60% going to purchase (\$150) and 40% going to payoff (\$100), leaving \$50 in arrears.

#### Example 2

Back balance = \$700

30 day need = \$120

Payback percentage: 40%

Total grant: \$500

Case log should note that \$120 goes to present purchase with remaining \$320 to be applied to back balance. Otherwise, the \$500 will automatically be posted with 60% going to purchase (\$300) and 40% going to payoff (\$200).

### **Grant Frequency**

A grant may be awarded to an eligible household one time per a 12 month period. The 12 month period is based on the date of the last approved application. An applicant that was determined ineligible may reapply at a later date.

### **Assistance Available**

The Fund will pay for heating and cooling sources of: electric, gas, propane, oil, wood, coal, and pellets. Assistance can also be provided to renters whose utilities are included in the rent and the failure to make the rent payment threatens utility service.

### **Multiple Accounts**

If a crisis is presented with more than one utility, the grant may be split between the account(s) in crisis<sup>6</sup>.

### **Grants pay for:**

#### **Account arrearages**

The grant amount cannot exceed the total amount owed on the account(s)<sup>7</sup>.

### **Security Deposit**

Security deposits will be made only in the name of the adult in the household.

---

<sup>6</sup> For example a gas and electric account

<sup>7</sup> Exceptions may apply to clients with M-Power utility accounts

## **Current Account Charges**

**Late Fees**

**Service Establishment and Reconnect Fees**

## **Decision Notice**

The Agency will provide written notice to the applicant of approval and/or denial of assistance. The written notice may be hand delivered or mailed in English and/or Spanish. The notice will provide grant amount(s) and/or reason for denial.

## **Other Utility Assistance Programs**

When possible, the agencies are encouraged to access other sources of funding to alleviate the crisis. The Fund also intends to reach households whose income falls outside of the boundaries of more income-restricted funds such as LIHEAP. If necessary, the Fund may be combined with other funding sources to prevent the crisis.

## **Payments Made to Ineligible Households**

If assistance has been provided to an ineligible household due to; intake worker error, no funds available when grant was promised, or the client was found ineligible after payment, the payment guarantee will be honored and the intake agency will be responsible for repaying the award from its agency funds other than Home Energy Assistance Fund monies. The Agency has the right to appeal repayment to ACAA.

## **Fraudulent Information**

If a client has been found to be fraudulent in his/her application and the payment has not been sent to the utility, the payment will be stopped and the client appropriately informed.

## **Determining Household Income**

### **Countable Income**

All countable income for each household member will be considered in determining eligibility for the Fund. The gross amount of countable income prior to deductions will be counted unless otherwise specified. Income will be counted for the month that it was intended<sup>8</sup>. Income will be included from the 30 days prior to the date of application.

#### **Sources of countable income:**

- A. Earned Income: employment, self employment<sup>9</sup>
- B. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,
- C. Pensions
- D. Worker's Compensation
- E. Child Support

---

<sup>8</sup> A SSI check received on May 30 that is intended for the month of April will be counted as income in April.

<sup>9</sup> Net income will be counted (Gross income less business related expenses)

- F. Work Study
- G. Other Unearned Income: rental income, and endowments or legal settlements.
- H. Indian Gaming Commissions

**Excluded Income**

- A. Food Stamps
- B. Medicare
- C. WIC
- D. AmeriCorps Stipend
- E. Earned income of a child that is 16 or 17 years of age and is a full time student
- F. Earned income of a child under 16 years of age
- G. Cash gifts
- H. Insurance Payments
- I. IDA Accounts

**Individuals Whose Income Must Be Counted**

Any income of a household member age 18 and older will be counted, including ineligible household members. Income for all persons ages 16 and 17, who do not attend school full time, will be counted.

**Individuals Whose Income Will Not Be Counted**

- A. Income for persons ages 16 and 17 who attend school full time is not counted.
- B. In cases of domestic violence, the income and resources of the abuser are not counted as long as the client does not have access to his/her income and resources, or the abuser's income and resources.

**Household Members**

Each person living in the home is considered a household member. Income and eligibility will be determined based on the entire household. Exceptions to household members are "boarders"<sup>10</sup>, Roommates' income is treated as one household entity<sup>11</sup>. Refer to the Glossary for detail explanations of 'boarders' and 'roommates'.

---

<sup>10</sup> Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the same house. Income of the owner of the home and the boarder is not treated as one household. Boarders cannot be related by blood or law.

<sup>11</sup> Roommates are one or more persons living in the same house paying rent to the landlord outside of the home. Income for each roommate is included as the household income as one entity.

## 2011 - 2012 Federal Poverty Income Guidelines

Effective July 1, 2011 - June 30, 2012

Federal Poverty Income Guidelines - Monthly Allowable Household Income		
Percent of Poverty	150%	200%
Household size		
1	1,362	1,816
2	1,839	2,452
3	2,316	3,088
4	2,795	3,726
5	3,272	4,362
6	3,749	4,998
7	4,227	5,636
8	4,704	6,272
For each additional member add:	\$478	\$637

### Determining Household Energy Burdens

Energy Burden is determined by dividing the household's one-month utility costs by the last 30 days of income.

Example:

Past 30 days of household income: \$1,000

One-month current electric bill: \$45, one-month current gas bill: \$50 = \$95

$$\$95/\$1,000 = 9.5\% \text{ Energy Burden}$$

If the applicant has more than one utility source, all utility source costs will be combined to determine the energy burden even though the applicant may only present a crisis on one account. In case the current utility cost cannot be obtained, a standard cost of \$200 will be substituted in determining the energy burden. For electric and gas, a current one month bill can be obtained by calling the utility company.

An energy burden for non-regulated fuel sources such as wood, oil, coal and pellets can be determined by figuring the cost of the fuel from two consecutive purchase receipts. The 30 day fuel cost can be determined by dividing the total cost of the first purchase by the number of days between the first and the second purchases. If the fuel cost cannot be obtained, a standard cost of \$200 may be substituted.

Example:

Propane receipt 1 dated 1/10/07

Cost: \$300

Quantity: 100 gallons

Propane receipt 2 dated 4/10/07

Cost: \$250

Quantity: 100 gallons

Date of Application: 7/10/07

Cost per day = \$300 / 90 days = \$3.33

30 day energy cost = \$3.33 \* 30 = \$99.99

Household income: \$1,000

30 day energy cost: \$99.99

$\$99.99/\$1,000 = 9.9\%$  Energy Burden

When an applicant's rent includes the utility cost and that cost is not specified in the lease agreement, a \$200 standard cost will be used in determining the energy burden. To demonstrate crisis, the renter must provide evidence of delinquent rent through a notice from the landlord. The intake worker must receive assurance from the landlord that the renter will not be evicted and that the grant will be applied appropriately to the renter's account.

## **Verification and Documentation**

The applicant has the primary responsibility for providing all required verification. In situations where it is difficult for the applicant to obtain verification needed to complete the eligibility determination, the partnering agency will offer assistance in obtaining the verification.

Depending on funding source, there may be different eligibility guidelines.

**For the Home Energy Assistance Fund Program and the Utility, Repair, Replacement, and Deposit Program only, please utilize the following exhibit (attached to your contract): Verifying Citizenship and Non-Citizen Legal Permanent Resident Status. This is attached for further guidance on determining applicant's citizen and non-citizen status.**

## **Maintaining Client Records**

The partnering agency is required to maintain supporting financial records, documentation and statistical records for three (3) years.

## **Policy Changes and Clarifications**

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to administering agencies to update their manuals. As revisions are received it will be the staff's responsibility to update their copy of the Home Energy Assistance Fund Policy Manual. Issues regarding policy and/or procedures must be submitted in writing.

## **Monitoring Process**

The Agency will be responsible for ensuring that the Fund policies and procedures are being followed. The Home Energy Assistance Fund staff will conduct application and case file reviews during monitoring visits.

## **Cooperation**

Applicants must cooperate in all aspects of the application process. Applicants must provide requested information or verification and complete and sign an application. If the applicant refuses, the application will be denied. The partnering agency should document the lack of cooperation by the applicant for proper notation in refusal of assistance.

## **Confidentiality**

Public law and federal regulations place restrictions on the release of confidential information, and set guidelines for the disclosure of non-confidential materials. All applications, records, files and communications of the Fund and its partners, relating to specific applicants for assistance and recipients of services funded by the Fund, are confidential records.

All information, regarding an applicant or recipient, is confidential and may be disclosed only for purposes of determining eligibility, providing services, or investigating suspected fraud in connection with the program. Applicants authorize access to their records by signing the application. Anyone not authorized on the application must have the applicant's written approval to access information.

Information that can be exchanged must pertain to the eligibility of the applicant, and excludes items that do not address eligibility, i.e., personal details. Inappropriate disclosure of information can result in severe disciplinary action, or could result in the suspension of the partnering agreement.

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. Care should be taken to secure all files in the office so that unauthorized personnel do not have access to them. All records shall be open to any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

General information, policy statements, or statistical materials which cannot be directly identified with any individual or family are not considered confidential. They may be given to, or provided by: agencies, helping organizations, or contracted parties, unless restricted by Arizona statutes, federal regulations, or court orders.

## **Non Discrimination Policy**

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 12250, no individual in Arizona shall be excluded from participation in, denied benefits or subjected to

discrimination under any program or activity receiving Federal funds, because of: race, color, national origin, handicap, religion, or sex.

In compliance with the Age Discrimination Act of 1975, no individual shall be denied services or participation or be subjected to discrimination in any of its programs or activities on the basis of age.

### **Appeals Policy**

The client/agency has the right to appeal a denial of assistance or an awarded grant amount. Appeals by the client will follow the policies of the intake partner agency and will be addressed by the Home Energy Assistance Fund administrative staff.

Complaints regarding the service of the administering agency, discrimination or other issues directly related with the administering agency and staff must be addressed to the office where the application was made.

## **Glossary of Terms**

### **Standard Cost**

The default cost associated with the utility consumption when the actual cost is not feasible.

### **Boarder**

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of neither the owner of the home nor other boarders is not counted jointly. Boarders cannot be related by blood or law to the owner of the home.

### **Example:**

Susan and Jane live in the house that Susan owns. There is no blood or law relationship. Susan is renting a room to Jane and her two children. Jane and her two children are the boarders. Susan and Jane's income will be counted separately.

### **Crisis Reasons**

1. **Loss of income, public assistance benefits or delay in receiving public assistance.** Examples may include but are not limited to: loss of employment, theft of income, serious illness which causes a loss of income, divorce, abandonment or death of wage earner, reduction of benefits or public assistance monies.
2. **Unexpected or unplanned expenses.** Examples may include by are not limited to: car repairs, medical bills, natural or man-made disasters, death in immediate family, court fines of a minor child.
3. **A condition that endangers the health and safety of the household.** Examples may include but are not limited to: lead poisoning, condemned property, infestation, domestic violence, asbestos, medical condition that require utility service to operate life-saving equipment such as oxygen machines, heart monitors, breathing machines, etc.

### **Customer of Record**

The name of the person on the utility account.

### **Delinquent Account**

An account that is one or more days past due.

### **Household**

Consists of each person living in the home at the time of application.

### **Late Fees**

Charges imposed by the utility company to the account due to a tardy payment to the account.

### **Power of Attorney**

A legal document authorizing one person to act on behalf of another.

**Roommates**

Roommates are one or more persons living in the same house paying rent to a landlord living outside of the home. The income for each roommate is counted as the household income.

**Examples:**

Linda and Donna are roommates. Donna pays rent to Linda, who has a rental agreement with a landlord living outside the home. They will be considered roommates and their income will be counted jointly.

Jane and her new baby live with her Aunt Betty. Jane no longer receives child support and cannot pay her Aunt any rent money for the month of June. Because they are related, Jane is considered a roommate. Jane and Betty's income will be counted jointly.

**Service Reestablishment Fees and Reconnection Fees**

Charges assessed by the utility company to reestablish/reconnect service following a service disconnection due to nonpayment.



**Home Energy  
Assistance Fund**  
*Aid. Educate. Conserve.*

**Exhibit B**

**UTILITY REPAIR REPLACEMENT DEPOSIT  
(URRD)**

**POLICY MANUAL SFY 2012**  
**Effective: July 1, 2011 – June 30, 2012**

## Table of Contents

---

A.	Purpose of the Program	3
B.	Types of Assistance	3
C.	Guidelines for Replacement	3
D.	Elements of Eligibility	4
E.	Income Guidelines	5
F.	Application Form	6
G.	Interview Process	6
H.	Verification, Documentation And Declaratory Statements	6
I.	Case File	7
J.	Crisis Reason	7
K.	Persons Included in the Household	7
L.	Referrals	7
M.	Policy Changes & Clarifications	8
N.	Monitoring Process	8
O.	Cooperation	8

**A. PURPOSE OF THE PROGRAM**

The Utility Repair, Replacement and Deposit Program (URRD) was established by state law (A.R.S. §46-731) to provide assistance to low income individuals in crisis situations with deposits for utility services and to make needed repairs and/or replacements to existing utility related appliances or systems. In January 2007, A.R.S. §46-731 was revised to require abandoned deposits to be administered by a qualified fuel fund entity.

The Arizona Community Action Association (ACAA) administers this program through Community Action Agencies throughout the State. Utility Repair, Replacement and Deposit assistance may be received only once in a 12 month period and may not exceed \$2,000.00.

**B. TYPES OF ASSISTANCE**

1. Deposits for Utility Services:  
Electric  
Gas  
Water  
Telephone
2. Repairs to existing utility-related appliances or systems.
3. Replacements of existing heating or cooling systems, water heaters, space heaters and telephone for owners.

**NOTE:** The applicant must be the owner of the appliance or system to be repaired and/or replaced. There must be an existing utility related appliance or system.

**C. GUIDELINES FOR REPAIR/REPLACEMENT**

<b>1. Eligible Appliances</b>	<b>Ineligible Appliances</b>
Water Heaters	Televisions
Cooking Stoves	Radios
Microwaves	VCRs
Furnaces	Hair Dryers
Air Conditioners	Blenders
Telephone	Water Softeners
Evaporative Coolers	Cable TV
Refrigerators	Satellite Receivers
Washers/Dryers	

**\*Replacement of appliance(s) must have Energy Efficient Star Rating.**

**Any appliance repair and/or replacement not listed on the list of eligible appliances, please contact ACAA at (602) 604-0640.**

**2. Criteria for distinguishing between a repair and a replacement**

Replacement of utility related appliance shall be limited to instances when repair costs exceed replacement costs, or when an appliance is found to be inoperable with repairs. **Replacement will only occur when a crisis has been documented.**

**3. Ownership and Inspection**

Ownership of the appliance or utility system can be determined by:

- Client provides a receipt of purchase, or
- Client signs statement of ownership

Inspection of the needed repair and/or replacement may be completed by a qualified individual of the agency.

**4. Payments**

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors shall have procedures in place to ensure this occurs.

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentation, such as an invoice.

**D. ELEMENTS OF ELIGIBILITY - URRD**

An Eligible Applicant

- 1. Must be a US citizen or qualified legal resident. The agency must verify the citizenship and/or immigration status of all applicants.**

**Citizenship Verification Requirements**

Arizona Revised Statute, Section 46-140.01 requires that local governments verify the identity and citizenship and/or immigration status of persons applying to receive certain public benefits including the Utility Repair, Replacement and Deposit Program. **Please refer to attached exhibit in your contract, Verifying Citizenship and Non-Citizenship Legal Permanent Resident (LPR) Status, which is a list of federally accepted documents you may use to verify applicant citizenship.**

**E. INCOME GUIDELINES**

A household's total gross countable income shall mirror the income eligibility guidelines of LIHEAP in the state of Arizona, which for the duration of this policy manual, are 200% of the federal poverty income guidelines.

**2011-12 FEDERAL POVERTY INCOME  
GUIDELINES**

**MONTHLY INCOME**

<b>FAMILY SIZE</b>	<b>200% OF POVERTY</b>
<b>1</b>	<b>\$1,816</b>
<b>2</b>	<b>\$2,452</b>
<b>3</b>	<b>\$3,088</b>
<b>4</b>	<b>\$3,726</b>
<b>5</b>	<b>\$4,362</b>
<b>6</b>	<b>\$4,998</b>
<b>7</b>	<b>\$5,636</b>
<b>8</b>	<b>\$6,272</b>
<b>9</b>	<b>\$6,908</b>
<b>10</b>	<b>\$7,546</b>
<b><i>For Each Additional Household Member Add:</i></b>	<b>\$637</b>

Figures derived from information dated Thursday, January 20, 2011 of the Federal Register/Vol. 76, No.13, U.S. Department of Health and Human Services, and Office of the Secretary.

**NOTE:** Income limits are published annually by the Department of Health and Human Services in the Federal Register. The Poverty Guideline Chart is updated prior to July 1, of each state fiscal year.

**F. APPLICATION FORM**

The Agency will utilize current intake process and resources which may include but are not limited to the EN005 and the Home Energy Assistance Fund Grants Management System.

The original copy of the application will be kept with the client's file included with the supporting documentation. The client will be provided with record of application and receipt of assistance.

Agencies administering the program will complete applications for benefits at sites that are geographically accessible to all households in the areas to be served.

Agencies will provide low-income individuals who are physically infirm the means to submit an application without leaving their residences.

1. EN005 Application
2. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
3. Documentation on EN005 application and verification of crisis reason in client file.

**G. INTERVIEW PROCESS**

Agencies are responsible for the application process. This includes but is not limited to:

1. Client Interview
2. Application Completion
3. Documentation
4. Verification
5. Checking for prior URRD assistance within the service area
6. Eligibility Determination.

**H. VERIFICATION, DOCUMENTATION AND DECLARATORY STATEMENTS**

Each decision of eligibility or ineligibility for URRD benefits must be supported by facts in the applicant's case file. Verification, documentation, and declaratory statements are crucial in completing an application. It allows the worker to collect and support all pertinent information and statements regarding the eligibility of the application.

**I. CASE FILE**

URRD applications are not submitted to ACAA - however the applicant's case file must be maintained at the community agency. The case file must contain the following:

1. A copy of the application for benefits.
2. A copy of income verification for the last 30 days from the date of application.
3. Copies of all household members' identification, social security cards, birth certificates or documentation.
4. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
5. Crisis reason must be documented on application and documentation supporting the crisis reason, as outlined in section J. **Household must meet one of the crisis reasons to be eligible.**
6. **Copies of all documentation used to verify applicant's citizenship or immigration status. Permanent Resident Cards must be photo copied front and back.**
7. **Client statement indicating in writing that repairs or replacements have been made and/or completed.**

**J. CRISIS REASON**

A crisis is defined as a situation in which the household has or is experiencing:

- A loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits;
- An unexpected and unplanned expense that caused lack of resources;
- A condition that endangers the health and safety of the household.

**K. PERSONS INCLUDED IN THE HOUSEHOLD**

A household is defined as an individual/group of individuals who occupy a single-family dwelling for whom energy is purchased in common. All persons living in the household must be included when completing the application:

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of the owner of the home or other boarders is not counted.

**Note:** Roommates are defined as one or more persons living in the same house paying rent to the landlord outside of the home. This should not be confused with boarders as all income for roommates is counted.

**L. REFERRALS**

When the emergent need includes assistance that cannot be provided through URRD the provider or contracted agencies must provide information about other resources and/or referral to other agencies. Documentation indicating the name of the agencies where the client was referred must be included in the client's case file.

**M. POLICY CHANGES & CLARIFICATIONS**

Revisions to any policies and procedures will be reviewed and approved by the Program Manager. All revisions will be sent to intake agencies to update their manuals. It will be the workers' responsibility to update their copy of the URRD Manual as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

**N. MONITORING PROCESS**

ACAA will be responsible for ensuring that URRD policy and procedures are being followed. ACAA will conduct application and case file reviews during monitoring visits. Any ineligible payments as a result of the monitoring process will be reimbursed to ACAA.

**O. COOPERATION**

Applicants must cooperate in all aspects of the application process. Applicants must complete and sign an application which includes providing requested information or verification. If the applicant refuses, the application will be denied. The CAP agency will describe the lack of cooperation in the comment section of the application.



## **Exhibit C**

### **Southwest Gas Low Income Bill Assistance Guidelines July 1, 2011 – June 30, 2012**

#### **Scope of work:**

The Southwest Gas Bill Assistance funds will be used to pay Southwest Gas bills (including deposits) for income-qualified customers in crisis situations.

#### **Crisis situations will include:**

- Sudden loss of income
- Unexpected expense that results in an inability to pay
- At risk of endangering health by not utilizing necessary appliances such as furnace or water heater.

#### **Customer Qualifications:**

- Have the Southwest Gas account in their name or apply for assistance by named proxy
- Be facing a hardship
- Have a household income equal to or less than 150% of the current Federal Poverty Income Guidelines (FPIG)
- Have not received assistance funds from Southwest Gas Low Income Energy Conservation Bill Assistance Program during the past 12 months.

#### **Client Intake Processes:**

- Please refer to the Home Energy Assistance Fund Policy Manual for policies on client intake.

#### **Client Verification and Documentation:**

- Please refer to the Home Energy Assistance Fund Policy Manual addendum on Verification and Documentation for guidance on client verification processes. Verification of citizenship not applicable.

#### **Grant Maximum:**

\$400 per household per 12 month period.

#### **Funding**

- The allocation must be expended by the end of the contract period.
- Assistance will only be given in the form of credits to the household's account in the form of a funds transfer to Southwest Gas.

---

### **Record Keeping**

Contractor will be required to gather and maintain the following records to properly administer the program:

- Household Information including but not limited to:
  - Name
  - Address
  - Phone Number
  - e-mail address
  - Number in household
  - Income verification of all household income
- Copy of latest bill
- Evidence/explanation of Hardship
- Amount of assistance provided to each household

### **Reporting**

Contractor will be required to report their activities on the 15<sup>th</sup> of the month following the last day of business in the previous month or as requested by ACAA. Client activity will be submitted to ACAA through the GMS integration routine. Supplemental client information may be requested as needed.

**Exhibit D**  
**ARIZONA PUBLIC SERVICE (APS)**  
**CRISIS BILL ASSISTANCE PROGRAM**

**This program was funded as a result of the December, 2009 APS Rate Case Settlement. Funds were allocated for bill assistance to households that fall between 150-200% of the Federal Poverty Guidelines.**

<b>CAN PAY</b>	<b>APS utility bills on client's present address ONLY and must be a customer of record. <u>Cannot pay deposits, reconnect fees or establishment charges.</u></b>
<b>MAXIMUM GRANT AMOUNT:</b>	<b>\$400.00 for current and past due amounts. No credit can be given on an account.</b>
<b>SERVICE CODES:</b>	<b>UTA</b>
<b>PROGRAM YEAR</b>	<b>A household may be assisted only once in a 12-month period.</b>
<b>ELIGIBILITY CRITERIA</b>	<b>Client household must be a current APS customer. Clients with disconnected accounts are NOT considered current customers.</b>  <b>Household income for the most recent 30 days, including the date of application, must be at 150 % and no more than 200% of the current federal poverty guidelines. All income must be verified.</b>
<b>CRISIS:</b>	<b>An acceptable crisis reason must be documented on the application.</b>
<b>CLIENT FILES MUST CONTAIN:</b>	<b>1. Application for benefits.</b> <b>2. Most recent APS utility bill.</b> <b>3. Income verification for the most recent 30 days including application date.</b> <b>4. Verification of all social security numbers of all household members.</b>

# Exhibit E

## INSTRUCTIONS FOR VERIFYING CITIZENSHIP AND NON-CITIZEN LEGAL PERMANENT RESIDENT (LPR) STATUS

### 100. VERIFICATION OF U.S. CITIZENSHIP

**TO BE POTENTIALLY ELIGIBLE APPLICANTS WHO DECLARE U.S. CITIZENSHIP OR LEGAL RESIDENT STATUS MUST PROVIDE DOCUMENTATION FOR VERIFYING, WITH THE FOLLOWING EXCEPTIONS:**

The following participants are exempt if they are receiving the following services:

- Currently receiving Social Security Disability (SSD)...
- Currently receiving Supplemental Security Income (SSI). This includes participants who move here from another state and are in the process of transferring their SSI benefits to Arizona.
- Currently receiving Medicare (g).
- Eligible in the Deemed Newborn MA category.
- Children in Foster Care assisted under title IV-B of the Social Security Act.
- Children who are recipients of Foster Care maintenance or adoption assistance payments under title IV-e.
- Children receiving adoptions subsidies.

The participants receiving the service must provide an award letter or documentation as proof of receiving the service.

**NOTE:** Once the participant is no longer receiving the benefits that meet the exemption criteria they must then provide the proper and approved documentation as described in the section below.

#### **.01 APPROVED DOCUMENTATION**

- I. Citizenship may be verified using ANY of the documents indicated under sections A, B, C or D immediately below:

##### **A. PRIMARY - VERIFICATION DOCUMENTS**

1. A birth certificate showing birth in the U.S., its territories or possessions.
2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).
3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.
4. U.S. Passport Card issued by the United States Citizenship and Immigration Services (USCIS).
5. Certificate of Naturalization (N-550 or N-570).
6. Certificate of U.S. Citizenship (N-560 or N-561).
7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.
8. U.S. Consular officer's statement.

9. A United States Citizen Identification Card (I-197).
10. Northern Mariana Identification Card (I-873).
11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.
12. American Indian Card (I-872) issued by USCIS with the classification code KIC.

The benefit granting agency shall require the applicant to present a membership card or other tribal document demonstrating membership in an Indian tribe. If the applicant has no document evidencing tribal membership, the benefit granting agency should contact the Indian tribe for verification of membership.

**B. SECONDARY - VERIFICATION DOCUMENTS**

1. An identification card for use of Resident Citizen (I-179).
2. U.S. Census record that shows the applicant's name, a U.S. place of birth and the date of birth or the applicant's age when the record was made. It must also indicate a place of birth in the U.S., its territories, or possessions
3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S. Territories, or Possessions.
4. Proof of employment as a U.S. Government Civil Servant before June 1, 1976
5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.
6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions. (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption agency containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

**C. When none of the primary or secondary documents are available, accept any other document that establishes a U.S. place of birth or in some way indicates U.S. Citizenship. These include the following:**

1. Certificates of Live Birth signed by a hospital official and parent
2. Medical records created at least five years before applying for services that list a U.S. place of birth. For children under age 16 the document must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions.
3. American Indian Census Records

4. Verification from the U.S. Citizenship and Immigration Services (USCIS). This documentation CANNOT be expired.
5. Verification from the Social Security Administration
6. Verification sent directly to the agency from a local, state or federal bureau of vital records office
7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions.
8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship.
9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System
10. Military papers
11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922
12. Life, health or other insurance record, created at least five years before the application date. Record must indicate a place of birth in the U.S.
13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant.
14. Tribal census records for the Navajo or Seneca tribes. The records must be created at least five years before the application and list a U.S. place of birth.
15. An official notification of birth registration from a U.S. State's Department of Vital Statistics.
16. An amended U.S. public birth record that is amended more than five years from the applicant's birth.
17. A statement signed by the physician or midwife who was in attendance at the time of birth
18. The roll of Alaska Natives from the Bureau of Indian Affairs.

**D. When the applicant cannot obtain the Primary or Secondary forms of verification they may provide an Affidavit Attesting Citizenship. An Affidavit Attesting Citizenship must meet all of the following requirements:**

1. Be completed by a U.S. Citizen who is knowledgeable about the participant's circumstances.
2. Be signed by a U.S. Citizen that is not a member of the household.
3. Be approved by the Case Manager.

**.02 ACCEPTABLE COPIES**

**Only original or un-tampered copies of required documents are acceptable for verifying citizenship.**

## 200 VERIFICATION OF QUALIFIED NON-CITIZENS

### .01 QUALIFIED NON-CITIZEN CATEGORIES

Applicants, who state they are Non-Citizen Legal Residents, must meet at least one of the categories set forth immediately below:

#### A. LAWFUL PERMANENT RESIDENT (LPR)

A lawful permanent resident (LPR) is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Non-Citizen Legal Resident is potentially eligible for services when they meet any of the following:

- 1) They have been continuously lawfully residing in the U.S. and their date of entry is five years in the past or more
- 2) They entered the U.S. as a Non-Citizen Legal Resident eligible for benefits in another qualified category prior to becoming an LPR
- 3) They have a military connection
- 4) They are American Indians born in Canada who possess at least 50 per centum of American Indian Blood. These Non-Citizen Legal Residents are recognized as LPR.

These applicants normally have one of the following USCIS documents (**NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED**):

1. I-551- Resident Alien Card (Eligible for Benefits)
2. I-151- Alien Registration Receipt Card (Eligible for Benefits)
3. I-194- or unexpired passport with the words: Processed for I-551

#### **Temporary Evidence of Lawful Permanent Residence. Valid Until (Date). With the following Stamp/Annotations of Law**

- a) Adjustment Admission Stamp – Eligible when any of the following sections of law are indicated: 203(a)(7); 207;208;212(d)(5); 243(h)(with a Prucol determination);
- b) Non-Specific Admission Stamp – Eligible when the form is noted with an I-551 eligible status code
- c) Parole Admission Stamp – Eligible when the period of parole is for at least one year as verified on the stamp
- d) Replacement Admission Stamp – Eligible when the stamp displays an I-551 eligible Status Code

- e) Temporary I-551 Admission Stamp – Eligible when the key phrase reads one of the following: “Admission for Permanent Residence at  
a. D” or “Processed for I-551 Temporary evidence of admission for Permanent Residence” and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8;

**B) ASYLEE**

An Asylee, Non-Citizen Legal Resident is granted asylum through an exercise of discretion by the Attorney General, pursuant to Section 208 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date their status is granted.

**NOTE:** The eligibility period begins from the month the Asylee status is granted, NOT the month of U.S. entry.

These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

1. I-94 with one of the following:  
A stamp showing grant of asylum under Section 208 of the INA to include:
  - a. AS1 - Eligible for benefits
  - b. AS2 - Eligible for benefits
  - c. AS3V92 - Eligible for benefits

**C) REFUGEE OR AMERASIAN**

A Refugee or Amerasian is admitted into the U.S. under Section 207 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

I-94 – endorsed to show entry as a refugee under Section 207 of the INA or entry as an Amerasian OR noted with one of the following Status Codes: NP2 - 7; P2 -6, -7, -71; RE7 -8; Z2; (Eligible for Benefits)

**D) VICTIM OF SEVERE HUMAN TRAFFICKING**

A victim of severe human trafficking is admitted onto the U.S. under the Trafficking Victims Protection Act (TVPA) of 2000. This Non-Citizen Legal Resident is potentially eligible for services for a period of seven years from the date that their status is granted. These applicants normally have one of the following USCIS documents:

1. I-94 – with a T Visa or Derivative T Visa (T, T-2, T-3, T-4, or T-5) (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).

**E) NON-CITIZEN LEGAL RESIDENT PAROLED INTO THE U.S.**

A Non-Citizen paroled into the U.S. is lawfully present in the U.S. as a result of a grant of parole by the Attorney General, pursuant to Section 212(d) (5) of the INA. This Non-Citizen is potentially eligible for services when the period of the

parole is for at least one year. These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

1. I-94 - with PAROLE PURSUANT TO SECTION 212(d) (5) on the front. The form must not be expired and the expiration date must be at least one year after the issue date. Both dates are documented on the form. (Eligible for Benefits)

**F) NON-CITIZEN LEGAL RESIDENT WHOSE DEPORTATION IS WITHHELD**

A Non-Citizen Legal Resident whose deportation is withheld is a Non-Citizen Legal Resident for whom the Attorney General has withheld deportation from the U.S. pursuant to Section 243(h) or 241 (b)(3) of the INA. A Non-Citizen Legal Resident whose deportation is withheld is potentially eligible for services for a period of seven years from the date of the judge's orders.

These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

I-94 – with an order from an immigration Judge showing one of the following:

- Deportation withheld under 243(h) of the INA (Eligible for Benefits)
- Removal withheld under 241(b)(3) of the INA (Eligible for Benefits)

**G) CUBAN OR HAITIAN ENTRANT**

Cuban or Haitian entrants are admitted to the U.S. by USCIS as a Cuban or Haitian entrant pursuant to Section 501 (e) of the Refugee Education Assistance Act of 1980 (PL 104-93). Cuban or Haitian entrants are potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have the following USCIS document: (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)

1. I-94 with the words: CUBAN/HAITIAN ENTRANT UNDER 212(D) OF THE INA (Eligible for Benefits)

**(H) CONDITIONAL ENTRANT**

A conditional entrant was granted conditional entry into the U.S. before April 1, 1980, pursuant to Section 203 (a) (7) of the INA. Conditional entrants are potentially eligible for benefits regardless of any later change in their status.

These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

1. I-94 – with the words: ADMITTED AS A REFUGEE – CONDITIONAL ENTRY under Section 203(a) (7) of the INA. (Eligible for Benefits)

**I) ABUSED OR BATTERED NON-CITIZEN**

Documented Non-Citizens may become qualified Non-Citizens when they have suffered abuse from a parent or a spouse.

The agency staff must inform the Abused or Battered applicant of the following:

1. Applicant must contact the USCIS to obtain a Petition for Abused Aliens
2. The abuse must have occurred in the U.S. and the abusive person must be a U.S. Citizen or Lawful Permanent Resident
3. They must currently reside in the U.S.
4. They must provide any and all documentation verifying continuous residency in the U.S. for the prior five years

**NOTE:** All periods of time that are not accounted for must be addressed by an applicant statement.

➤ In order for the Non-Citizen to be eligible under this category, they must meet ALL of the following:

1. Possess appropriate USCIS status
2. Be battered or subject to extreme cruelty
3. Have a substantial connection between battery and the need for benefits
4. No longer residing with the batterer

**J) INDEFINITE DETAINEE**

Indefinite detention status pertains to Non-Citizens who have served their time for a criminal conviction and have been given formal orders to leave the U.S. Subsequently, Indefinite Detainee status is met when the Non-Citizen is allowed to indefinitely remain the U.S. because neither their home country, nor any other country will accept them.

An Indefinite Detainee applicant can be identified by an Order of Supervision (I-220B) USCIS form that should include the applicant's alien registration number and a notation regarding U.S. exclusion, deportation, or removal. Indefinite Detainee applicants may also have an Employment Authorization Document (I-688B) USCIS form showing 274a.12 (18). The agency should obtain as much of the following information as possible from the applicant:

1. Name and Date of Birth
  2. Alien Registration Number
  3. Social Security Number
  4. Home Country
  5. I-94 Card Number
  6. Parent's Names
  7. Driver's License Number
  8. Copies of ANY immigration documents (I-220B, I-688B, etc.)
- The agency should call the Office of Refugee Resettlement (ORR) to request an Indefinite Detainee eligibility determination and inform ORR that the collected information will be faxed.
  - The agency should fax the information collected from the applicant to ORR. The FAX must include the name, telephone number, and FAX number of the person requesting information.
  - The agency should document all action taken and the dates made.
  - The agency should not approve or disqualify the Non-Citizen Legal Resident during this period. The agency should hold the application pending detainee status confirmation from ORR.
  - ORR will submit the faxed information to USCIS and will notify the person requesting the information on the applicant's status and eligibility by FAX.

**K) MILITARY CONNECTION**

Non-Citizens who meet both of the following criteria are potentially eligible for benefits, regardless of their date of entry:

- a. They are a qualified Non-Citizen
- b. They meet one of the following military service criteria:
  1. An honorably discharged veteran or person on active duty
  2. On active duty in the Armed Forces of the U.S.
  3. A spouse of a veteran or person on active duty who meets one of the following:
    - Is legally married to the veteran or person on active duty
    - Is legally separated from the veteran or person on active duty
    - Is a widowed spouse of the veteran or person on active duty and has not remarried

**NOTE:** The applicant remains eligible regardless of whether they are living together or apart; the veteran or active duty person can be a U.S. Citizen or a Non-Citizen Legal Resident

When verifying military service criteria, the following apply:

01. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers.
02. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used.
03. Only full-time Air Force, Army, Navy, Marine, or Coast Guard is eligible. Any Reserve or National Guard duty is excluded.
04. A spouse or unwed dependent child of a veteran or active duty alien must provide a document to verify relationship along with military verification requirements.

**300. NON-CITIZEN ALIEN IDENTIFICATION CARDS**

This section identifies alien ID cards that applicants may provide to determine whether they meet one of the qualified non-citizen requirements to receive benefits. Documents cannot be EXPIRED.

**.01 ALIEN IDENTIFICATION CARDS**

The eligible ID cards listed in this section are as follows:

**a. I-94 Arrival/Departure Record:**

POTENTIALLY ELIGIBLE depending on the following:  
1-94 admission stamp used, section of law/class-code annotations;  
Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

**b. I-94 Parole Edition:**

POTENTIALLY ELIGIBLE depending on the following:  
1-94 admission stamp used; section of law/class-code annotations;  
Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

- c. I-151 Alien Registration Card:**  
POTENTIALLY ELIGIBLE - The 1-151 is the original green card. Many however were printed on blue paper; several versions of this card exist.  
Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.

**d. I-551 Permanent Resident Card**

e. **Visa Stamps in Foreign Passports – Eligible when all of the following occur:**

- **The Visa is stamped “Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence”.**
- **Neither the Visa NOR the passport have expired. The passport's expiration date is normally found on the same page as the person's photograph.**

**NOTE:** Applicants, who have expired, lost or otherwise cannot locate their immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

**NOTE:** Qualified Non-Citizen Legal Residents may have documents described as eligible; Case Managers must examine documents to establish their expiration date and cannot accept expired documents.

**400 AFFIDAVIT THAT DOCUMENT(S) IS/ARE TRUE**

**.01** An eligible applicant must execute a sworn affidavit (see Exhibit IV) stating that the documentation provided as listed on pages 1, 2 and 3 of this document during the verification process is/are true.

- i. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process, or add cost to the process for the applicant.
- ii. Eligible applicants are exempt from providing an affidavit only if they are 60 years of age or older, if they are Tribal Members, or if they are disabled or have an incapacity of the body or mind which makes them unable to supply such affirmation.
- iii. Any contractor classified as a non-profit charitable organization must notify Department of Economic Security, Division of Aging and Adult Services (DES/DAAS), if "discovered violations" will not be reported to ICE, also
- iv. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.

**500 Determining Non-citizen Status**

To determine non-citizen status, complete the following:

Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their non-citizen status.

When the document is provided, compare the document to the documents listed on pages 4 through 10. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.

A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:

- Voluntarily self declare that they are residing in the U.S. illegally or
- Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law:

When either of these occurs, follow your agency's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

#### **400. NON-QUALIFIED NON-CITIZENS**

Consider the following Non-Citizens as Non-Qualified. Documents include, but are not limited to the following:

1. I-94 - Non-citizens with this document may have either qualified or nonqualified status. The admission stamp annotated on the card determines the non-citizen's status.
2. I-184-Crewman Landing Permit
3. I-185-Nonresident Alien Canadian Border Crossing Card
4. I-186 – Nonresident Mexican Border Crossing Card
5. I-444-Mexican Border Visitor Permit
6. I-586-Nonresident Alien Border Crossing Card
7. I-688A – Employment Authorization
8. I-688 -Temporary Resident this is the first card issued to non-citizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.
9. I-688B-Employment Authorization this is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.
10. I-689 Fee Receipt-Non-citizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.
11. I-766-Employment Authorization
12. DSP150 Border Crossing Card-This card was introduced in 1997. Non-citizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.
13. Student Visa-This card was introduced in 1998

#### **500. INELIGIBLE ALIEN ID CARDS**

When an applicant provides one of the following alien ID cards they are INELIGIBLE for services and the applicant must provide another eligible document. All these forms expired before January 24, 1990.

- 1). Any alien ID cards that are expired.
- 2) 1-181a – Memorandum of creation of record of lawful permanent residence
- 3) 1-184 – Alien crewman landing permit and identification card
- 4) 1-185 – Non-resident alien Canadian border crossing card
- 5) 1-186 – Non-resident alien Mexican border crossing card
- 6) 1-444 – Mexican border visitor permit
- 7) 1-586 – Non-resident alien border crossing card
- 8) 1-688 – Employment authorization
- 9) 1-688A – Employment authorization document
- 10) 1-688B – Employment authorization document
- 11) 1-689 – Fee receipt
- 12) 1-766 – Employment authorization document
- 13) Non-resident border crossing card

Exhibit F

**Arizona Community Action Association  
Home Energy Assistance Fund  
Federal Poverty Guidelines - Effective July 1, 2011 - June 30, 2012  
Percent of Poverty Display - Monthly Gross Income**

Household Size											
Percent of Poverty	1	2	3	4	5	6	7	8	9	10	For each additional member add:
0% to 74%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	<b>\$672</b>	<b>\$907</b>	<b>\$1,143</b>	<b>\$1,379</b>	<b>\$1,614</b>	<b>\$1,849</b>	<b>\$2,085</b>	<b>\$2,321</b>	<b>\$2,556</b>	<b>\$2,792</b>	<b>\$236</b>
75% to 100%	\$673	\$908	\$1,144	\$1,380	\$1,615	\$1,850	\$2,086	\$2,322	\$2,557	\$2,793	
	<b>\$908</b>	<b>\$1,226</b>	<b>\$1,544</b>	<b>\$1,863</b>	<b>\$2,181</b>	<b>\$2,499</b>	<b>\$2,818</b>	<b>\$3,136</b>	<b>\$3,454</b>	<b>\$3,773</b>	<b>\$318</b>
101% to 125%	\$909	\$1,227	\$1,545	\$1,864	\$2,182	\$2,500	\$2,819	\$3,137	\$3,455	\$3,774	
	<b>\$1,135</b>	<b>\$1,533</b>	<b>\$1,930</b>	<b>\$2,329</b>	<b>\$2,726</b>	<b>\$3,124</b>	<b>\$3,523</b>	<b>\$3,920</b>	<b>\$4,318</b>	<b>\$4,716</b>	<b>\$398</b>
126% to 150%	\$1,136	\$1,534	\$1,931	\$2,330	\$2,727	\$3,125	\$3,524	\$3,921	\$4,319	\$4,717	
	<b>\$1,362</b>	<b>\$1,839</b>	<b>\$2,316</b>	<b>\$2,795</b>	<b>\$3,272</b>	<b>\$3,749</b>	<b>\$4,227</b>	<b>\$4,704</b>	<b>\$5,181</b>	<b>\$5,660</b>	<b>\$478</b>
151% to 200%	\$1,363	\$1,840	\$2,317	\$2,796	\$3,273	\$3,750	\$4,228	\$4,705	\$5,182	\$5,661	
	<b>\$1,816</b>	<b>\$2,452</b>	<b>\$3,088</b>	<b>\$3,726</b>	<b>\$4,362</b>	<b>\$4,998</b>	<b>\$5,636</b>	<b>\$6,272</b>	<b>\$6,908</b>	<b>\$7,546</b>	<b>\$637</b>
<i>Annual</i>	<b>10,890</b>	<b>14,710</b>	<b>18,530</b>	<b>22,350</b>	<b>26,170</b>	<b>29,990</b>	<b>33,810</b>	<b>37,630</b>	<b>41,450</b>	<b>45,270</b>	<b>3820</b>



## 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 attached to this agenda item 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.

### **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-991**

**Consent Agenda Item 4- C**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

Submitted For: Steve Stratton, Public Works Division Director      Submitted By: Valrie Bejarano, Contracts Support Specialist, Finance Department

Department: Public Works Division      Division: Roads

Fiscal Year: FY 2011-2012      Budgeted?: Yes

Contract Dates 12-17-2011 to 12-16-2012      Grant?: No

Begin & End:

Matching No      Fund?: Renewal

Requirement?:

Presenter's Name:

---

Information

Request/Subject

Amendment No. 2 to Contract No. 061909-1 with Payson Concrete for Chips, AB & Asphalt in the Timber Region

Background Information

Effective August 17, 2009, Gila County and Payson Concrete & Materials, Inc, entered into a contract whereby the contractor agreed to provide chips, AB & asphalt to various locations in the Timber Region of Gila County.

Evaluation

Per Section 2.2 of the contract, the County shall have the right, at its sole option, to renew the contract for 2 additional 1-year terms. On November 30, 2010, the Board of Supervisors approved amendment no. 1 to extend the contract to December 16, 2011.

Amendment no. 2 to contract 061909-1 will extend the contract for its final 1-year term from December 17, 2011, to December 16, 2012.

All terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

Conclusion

The Consolidated Roads Department requires chips, AB and asphalt in order to maintain roads in Gila County. Extending Contract No. 061909-1 with Payson Concrete would provide these products for the Timber Region for one more year.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve Amendment No. 2 to Contract No. 061909-1 to extend the contract term for one year for chips, AB & asphalt.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 061909-1 between Gila County and Payson Concrete & Materials, Inc., whereby the contractor will continue to provide chips, AB and asphalt for the repair and maintenance of Gila County Timber Region roads from December 17, 2011, to December 16, 2012.

---

Attachments

Original Contract 061909-1

Amendment #1 Contract 061909-1

Amendment #2 Contract 061909-1

Legal Approval

**CHIPS, AB, & ASPHALT  
TIMBER REGION**

**BID NO. 061909-1**

**BIDDER'S INFORMATION  
CONTRACT DOCUMENTS AND SPECIFICATIONS**



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

**\*County Manager / Clerk of the Board\***  
Steven L. Besich

**\*Public Works Director\***  
Steve Stratton

**TABLE OF CONTENTS**

<b>Content</b>	<b>Page</b>
<b>Table of Contents</b> .....	<b>1</b>
<b>Advertisement</b> .....	<b>2</b>
<b>Scope of Work</b> .....	<b>3</b>
<b>Exhibit "A"; Instructions to Suppliers</b> .....	<b>4-7</b>
Preparation of Sealed Proposal .....	4
Amendments .....	5
Inquires.....	5
Late Proposal .....	6
Submittal Proposal Format.....	6
<b>General Terms and Conditions</b> .....	<b>8-9</b>
Acceptance Contract/Agreement.....	8
Protests.....	9
Laws & Ordinances .....	9
<b>Exhibit "B" Contract Award Agreement</b> .....	<b>9-13</b>
Overcharges by antitrust Violations .....	10
Authority to Contract .....	10
Contract Amendments .....	10
Contract Default .....	11
Right of Assurance.....	11
Co-op Intergovernmental Purchasing Agreement.....	11
Cancellation of County Contracts .....	11
Termination of Contract .....	12
Proposal Evaluation Process.....	13
<b>Exhibit "C", Minimum Product Specifications/Information</b> .....	<b>14-19</b>
Section 1.0; General Purpose .....	14
Section 2.0; Proposal Pricing .....	15
Section 3.0; Price Adjustments.....	15
Section 4.0; Ordering / Pricing.....	16
Section 5.0; Product Specifications .....	18
<b>Insurance Provisions</b> .....	<b>20-23</b>
Indemnification Clause .....	20
Insurance Requirements .....	20
Commercial General Liability – Occurrence Form .....	20
Automobile Liability Insurance.....	21
Worker's Compensation and Employee's Liability .....	21
Additional Insurance Requirements .....	22
Notice of Cancellation .....	22
Acceptability of Insurers.....	23
Verification of Coverage .....	23
Subcontractors .....	23
Approval .....	23
<b>Qualification and Certification Forms</b> .....	<b>24-25</b>
<b>Proposal Price Sheet</b> .....	<b>26</b>
<b>Reference List</b> .....	<b>27</b>
<b>No Collusion in Bidding</b> .....	<b>28</b>
<b>Intentions Concerning Subcontracting</b> .....	<b>29</b>
<b>Anti-Terrorism Warranty</b> .....	<b>30</b>
<b>Legal Arizona Workers Act Compliance</b> .....	<b>31</b>
<b>Check List &amp; Addenda Acknowledgment</b> .....	<b>32</b>
<b>Offer Page (Signature Required)</b> .....	<b>33-34</b>



**GILA COUNTY  
REQUEST FOR PROPOSALS  
BID NO. 061909-1 CHIPS, AB & ASPHALT TIMBER REGION**

Notice is hereby given that Gila County is requesting proposals from qualified Supplier(s) to provide Chips, AB, & Asphalt for the Public Works Division Timber Region as specified.

**SUBMITTAL DUE DATE:** 2:00 P.M., Local AZ Time, Thursday, July 23 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.

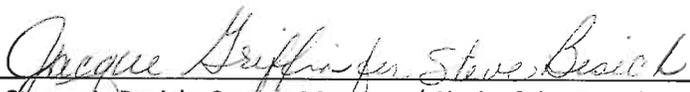
Questions regarding the technical aspects of this Request for Sealed Proposal should be directed to, Brent Cline, Consolidated Roads Manager, (928)402-8526

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: July 8<sup>th</sup> and 15<sup>th</sup>, 2009**

Signed:  Date: 6/23/09  
 Bryan B. Chambers, Chief Deputy County Attorney  
 for Daisy Flores, County Attorney

Signed:  Date: 7/7/09  
 Steven L. Besich, 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(s) to furnish Chips, AB, and Asphalt to the Public Works Division at various locations North of the Roosevelt Bridge, for the Timber Region 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 14 through 19 and Price Sheet page 26.

The County may choose to award this Request for Proposals to one or more supplier(s) depending on what is deemed to be in the best interest of Gila County.

**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.

*Instructions to Suppliers continued.....*

- 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.

**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 32 (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.

Instructions to Suppliers continued.....

- B. Proposal results ARE NOT provided in response to telephone inquiries. 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.

**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.

REQUEST FOR PROPOSALS  
BID NO.: 061909-1 CHIPS, AB, & ASPHALT TIMBER REGION

---

*Instructions to Suppliers continued.....*

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 "CHIPS, AB, & ASPHALT TIMBER REGION", Contract Number, "061909-1", Date "JULY 23, 2009", and Time "2:00 PM/MST" 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.

*General Terms and Conditions continued.....*

**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.

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 33, Suppliers OFFER PAGE, and Exhibit "D" Suppliers Qualification and Certification forms(s) pages 24-25.

*General Terms and Conditions continued....*

**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. 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.

*General Terms and Conditions continued.....*

**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.

**Cancellation of County Contracts**

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

*General Terms and Conditions continued....*

**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.

*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 with original signatures of all submissions is **MANDATORY**.

Minimum Specifications continued.....

- 1.5.2 Qualification and Certification Forms, (page 24 & 25)
- 1.5.3 Price Sheet, (page 26)
- 1.5.4 References, (page 27)
- 1.5.5 No Collusion in Bidding, (page 28)
- 1.5.6 Intentions for Subcontracting, (page 29)
- 1.5.7 Anti-Terrorism Warranty, (page 30)
- 1.5.8 Legal Arizona Workers Act Compliance, (page 31)
- 1.5.9 Checklist and Addenda Acknowledgment, (page 32)
- 1.5.10 Agreement page, MANDATORY (Attachment page 33-34)

**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 a two (2) 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.
- 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, page 26, in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

*Minimum Specifications continued....*

### **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 as follows:
- 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 proposals 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. The initial cost of bituminous material will be based on the ADOT Monthly Index as follows:
- 3.2.1 The Adjustment in compensation, either increase or decrease, for bituminous material will be 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 Sample of formula as follows:  
$$(\$ \text{ amount change in ADOT index}) \times (\% \text{ of bituminous material}) + (\text{amount bid})$$
- 3.3 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the Supplier charges other buyers for similar quantities under similar conditions.

*Minimum Specifications continued.....*

## **SECTION 4.0**

### **Ordering**

#### **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 Supplier shall be given advance notice of material order as needed by Gila County.

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 Request 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 Supplier 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 Supplier 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 **PRICING:** Prices shall be F.O.B. at plant. Material Supplier – Supplier shall retain title and control of all goods until they are picked-up.

4.3 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Supplier or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the source. Suppliers shall provide certified weight tickets for all picked-up quantities.

Minimum Specifications continued.....

- 4.3.1 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 Supplier 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.

**SECTION 5.0**

**Product Specifications – Minimum Specifications: Bid No. 061909-1 Chips, AB, and Asphalt Timber Region**

The Supplier shall provide a source of Cover Material as described in the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction as stated in Section 404-2.02. © Aggregate Materials.

The aggregate material will be sampled for acceptance in the final stockpile before incorporation into the work. The aggregate material will be considered to be acceptable when the test values for the specified cover material characteristic are within the specified limits. Test values will be provided by the Supplier upon request.

**Asphalt**

M.A.G. Specifications; 710, Table 710-1; Oil Content is 5.1

**AB**

ADOT Specifications, Class II

**Chips**

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliches, synthetic materials, organic matter or foreign substances.

*Minimum Specifications continued....*

The grade shall meet the following requirements when tested in accordance with the requirements of Arizona Test Method 201.

<b>Minimum Specifications – Chips (Arizona Test Method 201)</b>	
<b>Sieve Size</b>	<b>Percent Passing</b>
3.8	10
No. 4	0 - 25
No. 8	0 - 5
No. 20	0 - 2.

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following Requirements.

- Maximum loss of nine percent (9%) at one-hundred (100) revolutions.
- Maximum loss of forty percent (40%) at five-hundred (500) revolutions.

Percent of carbonates in aggregate shall be a maximum of thirty (30) when tested in accordance with the requirements of Arizona Test Method 238.

Percent of fractured coarse aggregate particles shall be a minimum of seventy (70) when tested in accordance with the requirements of Arizona Test Method 212.

Flakiness Index shall be a maximum of twenty-five (25) when tested in accordance with the requirements of Arizona Test Method 233.

Bulk Oven Dry Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with the requirements of Arizona Test Method 210.

**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.

Insurance Provisions continued.....

- 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.

*Insurance Provisions continued.....*

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.

- 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 060709-1 Chips, AB, and Asphalt Timber Region**

The applicant submitting this Proposal warrants the following:

6.1 Name, Address, and Telephone Number of Principal Supplier:

RAYSON CONCRETE AND MATERIALS, INC.  
1900 E. HULL RD  
RAYSON, AZ 85541 (928 474-2231)

6.2 Had Supplier (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes   X   No. If "Yes", give details, including the date, the contracting agency, and the reasons 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   X   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   P   No. If "Yes", give details including the date, the contracting agency, and the reasons Supplier was terminated in the narrative part of this Contract.

Qualification & Certification continued.....

6.5 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.
- e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal. For each subcontractor proposed, this form must be completed in its entirety and **three (3) copies (one (1) original and two copies with original signatures)** included in the Proposal package.
- f. Gila County reserves the right to request additional information.

6.6 **Supplier Experience Modifier (e-mod) Rating:** 0/90

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

George C. Randall  
Signature of Authorized Representative

GEORGE C. RANDALL  
Printed Name

PRESIDENT  
Title

REQUEST FOR PROPOSALS  
 BID NO. DETROIT CHIPS, A.C. & ASPHALT TEMPLER REGION

PRICE SHEET

Provide the total price proposed on this form. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to the proposal pricing page.

Supplier Name Payson Concrete And Materials, LLC

Product Description	* <u>Payson Yard</u> FOB Plant * Price Per Ton	Delivered * <u>Payson, Arizona</u>
1/2" Chips (52.0 mm) ADOT Spec	\$ <u>25.00</u>	\$ <u>27.00</u>
3/8" Chips (47.5 mm) ADOT Spec	\$ <u>19.00</u>	\$ <u>21.00</u>
A.B.C. (ADOT Class 2)	\$ <u>13.50</u>	\$ <u>15.50</u>
3/8" Asphalt (47.5 mm) MAG Spec	\$ <u>61.00</u>	\$ <u>63.50</u>
3/4" Asphalt (19.0 mm) MAG Spec	\$ <u>61.00</u>	\$ <u>63.50</u>

\*\* If supplier has more than one plant location please include a Price Sheet for each location.

Cost per mile for delivery to other Gila County Locations: \$ 7.00

Minimum Number Tons for pick up FOB plant 25 TONS A.C. ONLY

Amount each occurrence for product returned and disposed: \$ —

For product used locations, see Section 6 D, pages 18 and 19

Priming shall be F O B plant

\* Prices to include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor

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.

Supplier Name PAYSON CONCRETE AND MATERIALS, INC.

Product Description	* <del>TONTON CRUSHER</del> FOB Plant *Price Per Ton	Delivered * *Payson, Arizona
1/2" Chips (12.7 mm) ADOT Spec.	\$ <u>20.00</u>	\$ <u>-</u>
3/8" Chips (9.5 mm) ADOT Spec.	\$ <u>14.00</u>	\$ <u>-</u>
A.B.C. (ADOT Class 2)	\$ <u>8.50</u>	\$ <u>-</u>
3/8" Asphalt (9.5 mm) MAG Spec.	\$ <u>-</u>	\$ <u>-</u>
3/4" Asphalt (19.0 mm) MAG Spec.	\$ <u>-</u>	\$ <u>-</u>

\*\* If supplier has more than one plant location please include a *Price Sheet* for each location.

Cost per mile for delivery to other Gila County Locations: \$ 7.00

Minimum Number Tons for pick up FOB plant N/A

Amount each occurrence for product returned and disposed \$ N/A

For product specifications, see Section 6.0, pages 18 and 19.

Pricing shall be F.O.B. plant.

\* Price to Include All Applicable Taxes and Required Fees. No Tax shall be levied against Labor.

REFERENCE LIST

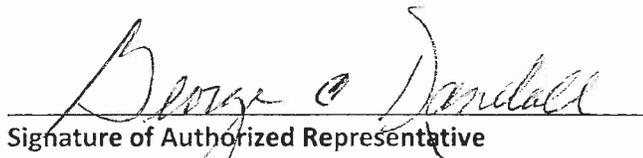
These references are required to enable the evaluation team to assess the qualifications of the Suppliers under consideration for final award.

The information may or may not be a determining factor in award.

References

List at least four customers for whom you have provided service of a similar scope as this Request or Proposal during the past twelve months, in or as close to Gila county as possible.

<u>CUSTOMER NAME AND ADDRESS</u>	<u>TELEPHONE</u>	<u>PRIMARY CONTACT</u>
INTERMOUNTAIN WEST CIVIL CONST.	928 474 4988	TODD RAULS
BISON CONT.	602 269 6022	JIMMY JOHNSON
ADOT PAYSON	928 468 5060	GARY HAWLEY
ROYDEN CONT.	602 484 0028	BARRY SMYLYE

  
Signature of Authorized Representative  
GEORGE C. RANDALL  
Printed Name  
PRESIDENT  
Title

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

STATE OF ARIZONA            )  
  )ss  
COUNTY OF: GILA            )

GEORGE C. RANDALL  
(Name of Individual)

being first duly sworn, deposes and says:

That he is PRESIDENT  
(Title)

of PAYSON CONCRETE AND MATERIALS, INC. and  
(Name of Business)

That he is properly pre-qualified by Gila County for bidding on BID NO. 061909-1 and,

That pursuant to Section 112 (C) of Title 23 USC, he certifies as follows:

That neither he nor anyone associated with the said \_\_\_\_\_

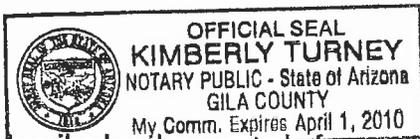
PAYSON CONCRETE  
(Name of Business)

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.

PAYSON CONCRETE AND MATERIALS, INC  
Name of Business

By George C. Randall

PRESIDENT  
Title



Subscribed and sworn to before me this 20<sup>th</sup> day of July, 2009.

Kimberly Turney My Commission expires: 4-1-2010  
Notary Public

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of Request for Proposals No. 061909-1 Chips, AB & Asphalt Timber Region, 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.

Payson Concrete and Materials, Inc  
Name of Business

Dennis A. Dandell  
Signature of Authorized Representative

PRESIDENT  
Title

7/20/09  
Date

ANTI-TERRORISM WARRANTY

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

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

GEORGE C. RANDALL  
\_\_\_\_\_  
Printed Name

PRESIDENT  
\_\_\_\_\_  
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.

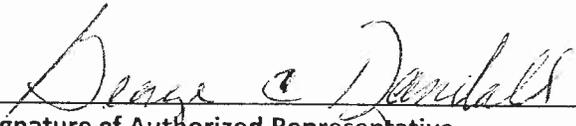
County shall have the right at any time to inspect the books and records of Supplier and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

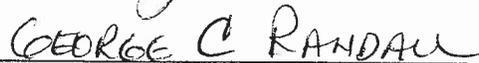
Any breach of Supplier's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Supplier to penalties up to and including suspension or termination of this 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

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
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

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED/EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	✓
REFERENCE LIST	✓
PRICE SHEET	✓
AFFIDAVIT OF NON-COLLUSION	✓
INTENTIONS CONCERNING SUBCONTRACTING	✓
SCRUTINIZED OPERATIONS	✓
LEGAL AZ WORKERS ACT COMPLIANCE	✓
OFFER PAGE	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
 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: **CHIPS, AB, & ASPHALT TIMBER REGION, Gila County Arizona, Bid Proposal No. 061909-1.** All proposals shall be filed at **Gila County Public Works Division, 1400 E. Ash St., Globe, AZ 85501, on or before 2:00 PM/MST, Thursday, July 23, 2009.**

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: 061909-1 Chips, AB, & Asphalt Timber Region

Supplier Submitting Proposal:

For Clarification of this offer, contact:

PAYSON CONCRETE AND MATERIALS, INC.  
Company Name

Name: GEORGE RANDALL

1900 E. Hwy 260  
Address

Phone No.: 928 474 2231

Address

Fax No.: 928 474 0956

POYSON AZ 85541  
City State Zip

Email: PCMPBN@GMAIL.COM

George C. Randall  
Signature of Authorized Representative

GEORGE C. RANDALL  
Printed Name

PRESIDENT  
Title

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

Offer Page continued.....

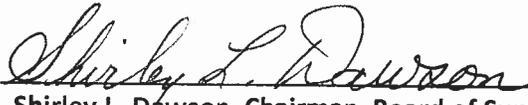
The offer is hereby accepted.

The Supplier Payson Concrete is now bound to provide the materials or services listed in RFP Number 061909-1, including all terms and conditions, specifications, amendments, etc. and the Supplier's Offer as accepted by County/public entity.

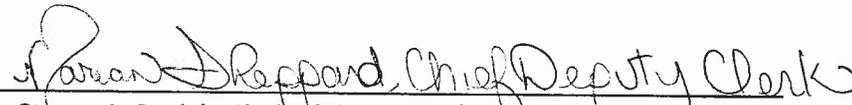
The Supplier has been cautioned not to commence any billable work or to provide any material or service under this contract until Supplier receives this signed sheet, or written notice to proceed.

GILA COUNTY BOARD OF SUPERVISORS;

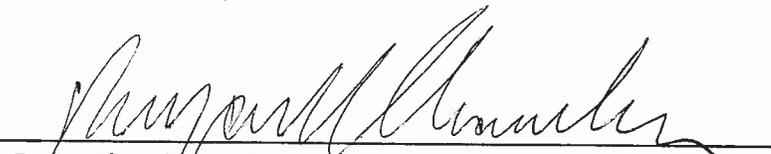
Awarded this 17<sup>th</sup>  
18<sup>th</sup> day of August, 2009

  
\_\_\_\_\_  
Shirley L. Dawson, Chairman, Board of Supervisors

ATTEST;

*for*   
\_\_\_\_\_  
Steven L. Besich, Clerk of the Board / County Manager

APPROVED AS TO FORM;

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

**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 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. 061909-1**

**CHIPS, AB & ASPHALT  
TIMBER REGION**

**AMENDMENT #1**

*Effective August 17, 2009, Gila County and Payson Concrete & Materials Inc, entered into a contract whereby Payson Concrete agreed to provide Chips, AB and Asphalt to various locations in the Timber Region of Gila County for a sixteen (16) month period. Per Section 2.2 of the Contract, the County shall have the right, at its sole option, to renew the Contract 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 December 17, 2010 to December 17, 2011.*

*All terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.*

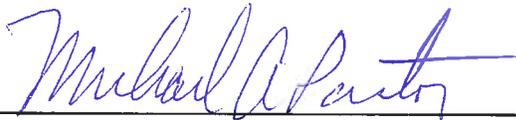
IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 30<sup>th</sup> day of November, 2010.

CONTRACT NO. 061909-1 CHIPS, AB AND ASPHALT TIMBER REGION  
AMENDMENT #1

GILA COUNTY:

PAYSON CONCRETE & MATERIALS INC.

GILA COUNTY BOARD OF SUPERVISORS



Michael A. Pastor, Chairman, Board of Supervisors

  
Supplier Signature  
Print Name

ATTEST

*for*   
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

**Tommie C. Martin, District I 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 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. 061909-1**

**CHIPS, AB & ASPHALT  
TIMBER REGION**

**AMENDMENT #2**

Effective August 17, 2009, Gila County and Payson Concrete & Materials Inc, entered into a contract whereby Payson Concrete agreed to provide Chips, AB and Asphalt to various locations in the Timber Region of Gila County for a sixteen (16) month period. Per Section 2.2 of the Contract, the County shall have the right, at its sole option, to renew the Contract for two (2) additional one (1) year periods.

On November 30, 2010, Amendment No. 1 was approved by the Board of Supervisors to extend the contract for a one (1) year period from December 17, 2010, to December 16, 2011.

Amendment No. 2 will allow the contract to be extended for its final one (1) year term from December 17, 2011, to December 16, 2012.

All terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CONTRACT NO. 061909-1**

**AMENDMENT #2**

**GILA COUNTY:**

**SUPPLIER:**

**GILA COUNTY BOARD OF SUPERVISORS**

**PAYSON CONCRETE**

\_\_\_\_\_  
**Tommie C. Martin, Chairman, Board of Supervisors**

  
\_\_\_\_\_  
**Suppliers Signature**

**ATTEST**

  
\_\_\_\_\_  
**Print Name**

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

**APPROVED AS TO FORM:**

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



## 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 attached to this agenda item 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.

### **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-987**

**Consent Agenda Item 4- D**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

Submitted For: Kendall Rhyne, Submitted By: Lisa King, Administrative Clerk Sr.,  
Chief Probation Officer Superior Court

Department: Superior Court Division: Probation Department

Fiscal Year: 2011 Budgeted?: Yes

Contract Dates 10/1/08 through 03/31/11 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Presenter's Name:

---

Information

Request/Subject

Amendment No. 9 to Contract No. CMK0L090002 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center.

Background Information

The Gila County Juvenile Detention Center has contracted with the Bureau of Indian Affairs for several years. This contract is an excellent source of income for Gila County. The detention center provides services for the Bureau of Indian Affairs by contracting bed space for tribal juveniles at a rate of \$131.40 per day per juvenile from the Truxton Canon Agency, the Colorado River Indian Tribe and the Pascua Yaqui Tribe.

Evaluation

Amendment No. 9 to Contract No. CMK0L090002 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, increased the total contract amount by \$215 for payment purposes. The increase completed Contract No. CMK0L090002 and the financial obligation of the Bureau of Indian Affairs was paid in full for this contract.

Attached are the following:

Amendment No. 7 to Contract No. CMK0L090002 added \$142,000 in additional funding and extended the period of performance to December 31, 2010.

Amendment No. 6 to Contract No. CMK0L090002 added \$175,000 in additional funding.

Amendment No. 4 to Contract No. CMK0L090002 added \$123,000 in additional funding and extended the period of performance to September 30, 2010.

Amendment No. 3 to Contract No. CMK0L090002 added \$22,245 in additional funding.

Amendment No. 1 to Contract No. CMK0L090002 added \$28,166 in additional funding.

Original Contract No. CMK0L090002 between the Bureau of Indian Affairs and Gila County, on behalf of Gila County Juvenile Detention Center.

Not attached are the following amendments:

Amendment No. 8 to Contract No. CMK0L090002 extended the period of performance from December 31, 2010 through March 31, 2011.

Amendment No. 5 to Contract No. CMK0L090002 administratively transferred the contract from the Southwest Regional Office in Albuquerque, New Mexico to Bureau of Indian Affairs, Western Regional Office, 2600 N. Central Avenue, 4th Floor, Phoenix, Arizona 85004.

Amendment No. 2 to Contract No. CMK0L090002 extended the period of performance from October 1, 2009 through December 31, 2009.

#### Conclusion

Amendment No. 9 to Contract No. CMK0L090002 increased the total contract amount by \$215 for payment purposes and allowed the Bureau of Indian Affairs to complete the financial obligation of Contract No. CMK0L090002.

#### Recommendation

The Gila County Probation Department recommends approval of Amendment No. 9 to Contract No. CMK0L090002 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center.

#### Suggested Motion

Approval of Amendment No. 9 to Contract No. CMK0L090002 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to increase the total contract amount by \$215 for payment purposes. This Amendment completed Contract No. CMK0L090002 and the financial obligation was paid in full.

---

#### Attachments

Amendment No. 9 to Contract No. CMK0L090002

Amendment No. 7 to Contract No. CMK0L090002

Amendment No. 6 to Contract No. CMK0L090002

Amendment No. 4 to Contract No. CMK0L090002

Amendment No. 3 to Contract No. CMK0L090002

Amendment No. 1 to Contract No. CMK0L090002

Original Contract No. CMK0L090002

Legal Approval

Amendment No. 0009

to

Contract No. CMK0L090002

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	Page 1 of 3	
2. AMENDMENT/MODIFICATION NO. 0009	3. EFFECTIVE DATE 03/31/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)			
6. ISSUED BY BIA-Albuquerque Acquisition Office 1001 Indian School Road NW, Room 347 Albuquerque, NM 87104		CODE 00007	7. ADMINISTERED BY (If other than Item 6) BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004		CODE KH0230	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST GLOBE, AZ 85501-1093				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. CMK0L090002	
				(X)	10B. DATED (SEE ITEM 13) 12/08/2008	
CODE *		FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Line Item Detail

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

A. INCREASE the total contract amount by \$215.00 for payment purpose.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <u>Tommie C. Martin, Chairman</u>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012	
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. United States of America BY <u>Gerald Knox</u> <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 06/15/2011

<b>Line Item Summary</b>	<b>Document Number</b> CMK0L090002/0009	<b>Title</b> SVC - Adult Detention Services	<b>Page</b> 2 of 3
--------------------------	--	--	-----------------------

**Total Funding:** \$512,460.00

<b>FYs</b>	<b>Fund</b>	<b>Budget Org</b>	<b>Sub</b>	<b>Object Class</b>	<b>Sub</b>	<b>Program</b>	<b>Cost Org</b>	<b>Sub</b>	<b>Proj/Job No.</b>	<b>Sub</b>	<b>Reporting Category</b>
<b>See Line Item(s)</b>											
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date (Start date to End date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost</b>
-------------------------	--------------------	---	-----------------	----------------------	-------------------	-------------------

*The Contractor will assist BIA-OJS by providing detention correctional housing for Juvenile prisoners who have been arrested and are awaiting transport, awaiting adjudication, serving sentences, awaiting release, or are convicted of tribal violations occurring in Indian Country within the Agency's jurisdiction.*

0001	Contracted bed space for juveniles @ \$131.40 per day per juvenile for TCA, CRIT, & PYT Change in Funding, Unit Price	03/31/2011 (10/01/2008 to 03/31/2011)	0.00	YR	\$215.00	\$215.00
------	--	--	------	----	----------	----------

Funding Information:  
2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - -  
- -  
215.00

**Previous Total:** \$512,245.00  
**Modification Total:** \$215.00  
**Grand Total:** \$512,460.00  
(Includes Discounts)

*This is a Cost Reimbursement Type Contract. The contract amount may increase or decrease during the term of the contract to pay for actual costs for services provided to the BIA, OJS*

**Address Detail****Title**

SVC - Adult Detention Services

**Document Number**

CMK0L090002/0009

**Page**

3 of 3

**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> 400 N. 5th Street 10th Floor  Phoenix AZ 85004 <b>Attn:</b> Vincente Anchondo, Supv. Correctional Prog. Spec. <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

Attest:

---

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

---

Bryan B. Chambers,  
Chief Deputy County Attorney

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE

Page  
1 of 3

2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 09/30/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA-Albuquerque Acquisition Office 1001 Indian School Road NW, Room 347 Albuquerque, NM 87104		CODE 00007	7. ADMINISTERED BY (If other than Item 6) BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004
		CODE	KH0230

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF  1400 E ASH ST  GLOBE, AZ 85501-1093	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. CMK0L090002
	(X) 10B. DATED (SEE ITEM 13) 12/08/2008
CODE *	FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Line Item Detail

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes Clause
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

- A. EXTEND the period of performance from September 30, 2010 to December 31, 2010.
- B. INCORPORATE additional funding of \$142, 000.00 from \$370, 245.00 to \$512,245.00 for payment coverage of continuing detention services.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael A. Pastor, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0680-1012
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. United States of America BY <u>Gerald Knox</u> (Signature of Contracting Officer)	16C. DATE SIGNED 10/28/2010

Approved as to form:

\_\_\_\_\_, Bryan Chambers, Chief Deputy County Attorney

<b>Line Item Summary</b>	Document Number CMK0L090002/0007	Title SVC - Adult Detention Services	Page 2 of 3
--------------------------	-------------------------------------	---	----------------

Total Funding: \$512,245.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category  
**See Line Item(s)**  
 Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	---	----------	---------------	------------	------------

*The Contractor will assist BIA-OJS by providing detention correctional housing for Juvenile prisoners who have been arrested and are awaiting transport, awaiting adjudication, serving sentences, awaiting release, or are convicted of tribal violations occurring in Indian Country within the Agency's jurisdiction.*

0001	Contracted bed space for juveniles @ \$131.40 per day per juvenile for TCA, CRIT, & PYT Change in Funding, Unit Price	09/30/2010 (10/01/2008 to 09/30/2010)	0.00	YR	\$142,000.00	\$142,000.00
------	--	--	------	----	--------------	--------------

Funding Information:

2010 - 2011 - - K0400 - - 258A - - J3130 - - - - -

142,000.00

Previous Total: \$370,245.00  
 Modification Total: \$142,000.00  
 Grand Total: \$512,245.00  
 (Includes Discounts)

*This is a Cost Reimbursement Type Contract. The contract amount may increase or decrease during the term of the contract to pay for actual costs for services provided to the BIA, OJS*

**Address Detail**

Title

SVC - Adult Detention Services

Document Number

CMK0L090002/0007

Page

3 of 3

**Shipping Addresses**

Code	Detail
0001	<p><b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> 400 N. 5th Street 10th Floor</p> <p>Phoenix AZ 85004</p> <p><b>Attn:</b> Vincente Anchondo, Supv. Correctional Prog. Spec. <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.</p>

Code	Detail
0001	<p><b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352</p> <p>Albuquerque NM 87104</p> <p><b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.</p>

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

Page  
1 of 3

2. AMENDMENT/MODIFICATION NO. 0006  
 3. EFFECTIVE DATE 05/07/2010  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable)

6. ISSUED BY  
 BIA-Albuquerque Acquisition Office  
 1001 Indian School Road NW, Room 347  
 Albuquerque, NM 87104

CODE 00007

7. ADMINISTERED BY (If other than Item 6)  
 BIA - OCFO-Western  
 Division of Acquisition, 2600 N. Central Avenue, Suite 450  
 Phoenix, AZ 85004

CODE KH0230

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

GILA, COUNTY OF  
 1400 E ASH ST  
 GLOBE, AZ 85501-1093

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO CMK0L090002

(X) 10B. DATED (SEE ITEM 13) 12/08/2008

CODE \* FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Line Item Detail

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
✓	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes Clause
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCORPORATE additional funding of 175,000.00 due to an increase in inmate population, which increases the total contract amount from \$195,245.00 to \$370,245.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael A. Pastor, Chairman		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1110	
15B. CONTRACTOR/OFFEROR <i>Michael A. Pastor</i> (Signature of person authorized to sign)	15C. DATE SIGNED 6/8/10	16B. United States of America BY <i>Gerald Knox</i> (Signature of Contracting Officer)	16C. DATE SIGNED 05/12/2010

NSN 7540-01-152-8070  
 PREVIOUS EDITION  
 UNUSABLE

Approved as to form:

*Bryan Chambers*, Bryan Chambers, Chief Deputy County Attorney

STANDARD FORM 30 (REV 10-83)  
 Prescribed by GSA FAR (48 CFR)  
 52.243

<b>Line Item Summary</b>	<b>Document Number</b> CMK0L090002/0006	<b>Title</b> SVC - Adult Detention Services	<b>Page</b> 2 of 3
--------------------------	--	--	-----------------------

Total Funding: \$370,245.00

FYs Fund Budget Org Sub Object Class Sub Program Cost Org Sub Proj/Job No. Sub Reporting Category  
**See Line Item(s)**

Division Closed FYs Cancelled Fund

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	--	----------	---------------	------------	------------

*The Contractor will assist BIA-OJS by providing detention correctional housing for Juvenile prisoners who have been arrested and are awaiting transport, awaiting adjudication, serving sentences, awaiting release, or are convicted of tribal violations occurring in Indian Country within the Agency's jurisdiction.*

0001	Contracted bed space for juveniles @ \$131.40 per day per juvenile for TCA, CRIT, & PYT Change in Funding, Unit Price	09/30/2010 (10/01/2008 to 09/30/2010)	0.00	YR	\$175,000.00	\$175,000.00
------	--	--	------	----	--------------	--------------

Funding Information:

2010 - 2011 - - K01400 - - 258A - - J3130 - - - - -

175,000.00

**Previous Total:** \$195,245.00  
**Modification Total:** \$175,000.00  
**Grand Total:** \$370,245.00  
(Includes Discounts)

*This is a Cost Reimbursement Type Contract. The contract amount may increase or decrease during the term of the contract to pay for actual costs for services provided to the BIA, OJS*

**Address Detail****Title**  
SVC - Adult Detention Services**Document Number**  
CMK0L090002/0006**Page**  
3 of 3**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> 400 N. 5th Street 10th Floor  Phoenix AZ 85004 <b>Attn:</b> Vincente Anchondo, Supv. Correctional Prog. Spec. <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE

Page  
1 of 3

2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 11/21/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA-Albuquerque Acquisition Office 1001 Indian School Road NW, Room 347 Albuquerque, NM 87104		CODE 00007	7. ADMINISTERED BY (If other than Item 6) BIA-Albuquerque Acquisition Office 1001 Indian School Road NW, Room 347 Albuquerque, NM 87104
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF  1400 E ASH ST  GLOBE, AZ 85501-1093		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE *		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. CMK0L090002 (X)
			10B. DATED (SEE ITEM 13) 12/08/2008 (X)

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Line Item Detail

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes Clause
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to increase the amount of the contract funds. Accordingly, (1) The amount of the contract funds is hereby increased by \$123,000.00 from \$72,245.00 to \$195,245.00. The contract performance period is extended from of January 1, 2010 through September 30, 2010. (2) Any unused funds previously obligated in this contract for medical costs can be used to cover costs for bed space. (3) Item 25, of SF-33 Payment will be made by: BIA - Albuquerque Accounting Operations, 1001 Indian School Road NW, Ste 352, Albuquerque, New Mexico 87104.

All other terms and conditions remain in effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <u>Shirley L. Dawson, Chairwoman</u>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <u>Stella Bellanger 1420-0776-0411</u>
15B. CONTRACTOR/OFFEROR <u>Shirley L. Dawson</u> (Signature of person authorized to sign)	15C. DATE SIGNED <u>11/5/10</u>
16B. United States of America BY <u>Stella Bellanger</u> (Signature of Contracting Officer)	16C. DATE SIGNED 11/21/2009

NSN 7540-01-152-8070  
PREVIOUS EDITION  
UNUSABLE

Approved as to form:

[Signature], Bryan Chambers, Chief Deputy County Attorney

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA FAR (48 CFR)

Total Funding: \$195,245.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
<b>See Line Item(s)</b>											
Division                      Closed FYs      Cancelled Fund											

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	---	----------	---------------	------------	------------

*The Contractor will assist BIA-OJS by providing detention correctional housing for Juvenile prisoners who have been arrested and are awaiting transport, awaiting adjudication, serving sentences, awaiting release, or are convicted of tribal violations occurring in Indian Country within the Agency's jurisdiction.*

0001	Contracted bed space for juveniles @ \$131.40 per day per juvenile for TCA, CRIT, & PYT Change in Funding, Unit Price	09/30/2010 (10/01/2008 to 09/30/2010)	0.00	YR	\$123,000.00	\$123,000.00
------	--	--	------	----	--------------	--------------

Funding Information:  
2010 - 2011 - - K0400 - - 258A - - J3130 - - - - -  
123,000.00

**Previous Total:** \$72,245.00  
**Modification Total:** \$123,000.00  
**Grand Total:** \$195,245.00  
 (Includes Discounts)

*This is a Cost Reimbursement Type Contract. The contract amount may increase or decrease during the term of the contract to pay for actual costs for services provided to the BIA, OJS*

**Shipping Addresses**

<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> 400 N. 5th Street 10th Floor  Phoenix AZ 85004 <b>Attn:</b> Vincente Anchondo, Supv. Correctional Prog. Spec. <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE

Page  
1 of 3

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 11/15/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---------------------------------------	---------------------------------	----------------------------------	--------------------------------

6. ISSUED BY BIA-Albuquerque Acquisition Office 1001 Indian School Road NW, Room 347 Albuquerque, NM 87104	CODE 00007	7. ADMINISTERED BY (If other than Item 6) BIA-Albuquerque Acquisition Office 1001 Indian School Road NW, Room 347 Albuquerque, NM 87104	CODE 00007
---	---------------	--	---------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF  1400 E ASH ST  GLOBE, AZ 85501-1093	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. CMK0L090002
	(X) 10B. DATED (SEE ITEM 13) 12/08/2008

CODE \* FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Line Item Detail

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes Clause
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to increase the amount of the contract funds. Accordingly, (1) The amount of the contract funds is hereby increased by \$22,245.00 from \$50,000.00 to \$72,245.00. The contract performance period is extended from of January 1, 2010 through September 30, 2010. (2) Any unused funds previously obligated in this contract for medical costs can be used to cover costs for bed space. (3) Item 25, of SF-33 Payment will be made by: BIA - Albuquerque Accounting Operations, 1001 Indian School Road NW, Ste 352, Albuquerque, New Mexico 87104.

All other terms and conditions remain in effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Shirley L. Dawson, Chairwoman</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stella Bellanger 1420-0776-0411
15B. CONTRACTOR/OFFEROR <i>Shirley L. Dawson</i> (Signature of person authorized to sign)	15C. DATE SIGNED 12/15/09
15D. UNITED STATES OF AMERICA BY <i>Stella Bellanger</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11/15/2009

<b>Line Item Summary</b>	<b>Document Number</b> CMK0L090002/0003	<b>Title</b> SVC - Adult Detention Services	<b>Page</b> 2 of 3
--------------------------	--	--	-----------------------

Total Funding: \$72,245.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
See Line Item(s)											
Division		Closed FYs		Cancelled Fund							

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	---	----------	---------------	------------	------------

*The Contractor will assist BIA-OJS by providing detention correctional housing for Juvenile prisoners who have been arrested and are awaiting transport, awaiting adjudication, serving sentences, awaiting release, or are convicted of tribal violations occurring in Indian Country within the Agency's jurisdiction.*

0001	Contracted bed space for juveniles @ \$131.40 per day per juvenile for TCA, CRIT, & PYT Change in Delivery Date, Performance Period, Funding, Unit Price	09/30/2010 (10/01/2008 to 09/30/2010)	0.00	YR	\$22,245.00	\$22,245.00
------	---	--	------	----	-------------	-------------

Funding Information:

2010 - 2011 - - K01400 - - 258A - - J3130 - - - - -  
22,245.00

0002	Emergency Services Change in Delivery Date, Performance Period This includes emergencies such as needed medical and psychological treatment, prescriptions for inmates or emergencies such as detention center closures. This is included on a not-to-exceed basis.	09/30/2010 (10/01/2008 to 09/30/2010)	0.00	YR	\$0.00	\$0.00
------	---	--	------	----	--------	--------

Previous Total: \$50,000.00  
Modification Total: \$22,245.00  
Grand Total: \$72,245.00  
(Includes Discounts)

*This is a Cost Reimbursement Type Contract. The contract amount may increase or decrease during the term of the contract to pay for actual costs for services provided to the BIA, OJS*

**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> 400 N. 5th Street 10th Floor  Phoenix AZ 85004 <b>Attn:</b> Vincente Anchondo, Supv. Correctional Prog. Spec. <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE \_\_\_\_\_ Page 1 of 3

2. AMENDMENT/MODIFICATION NO. 0001 | 3. EFFECTIVE DATE 03/22/2009 | 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_ | 5. PROJECT NO. (if applicable) \_\_\_\_\_

6. ISSUED BY BIA-Albuquerque Acquisition Office, 1001 Indian School Road NW, Room 347, Albuquerque, NM 87104 | CODE 00007 | 7. ADMINISTERED BY (If other than Item 6) BIA-Albuquerque Acquisition Office, 1001 Indian School Road NW, Room 347, Albuquerque, NM 87104 | CODE 00007

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) | 9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_ | 9B. DATED (SEE ITEM 11) \_\_\_\_\_ | 10A. MODIFICATION OF CONTRACT/ORDER NO. CMKDL090002 (X) | 10B. DATED (SEE ITEM 13) 12/08/2008 (X)

GILA, COUNTY OF  
1400 EAST ASH STREET, P.O. BOX 1093  
GLOBE, AZ 85501-1093

CODE \* \_\_\_\_\_ FACILITY CODE \_\_\_\_\_

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

2009 - 2010 - - KOL400 - - 258A - - J3130 - - - - -

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes Clause
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to increase the amount of the contract funds. Accordingly, (1) The amount of the contract funds is hereby increased by \$28,166.00 from \$21,834.00 to \$50,000.00 for the contract performance period of March 8, 2009 through September 30, 2009. (2) The daily bed rate remains at \$131.40 per day per inmate. (3) Any unused funds previously obligated in this contract for medical costs can be used to cover costs for bed space. (4) Item 25, of SF-33 Payment will be made by: BIA - Albuquerque Accounting Operations, 1001 Indian School Road NW, Ste 352, Albuquerque, New Mexico 87104.

All other terms and conditions remain in effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Shirley L. Dawson, Chairwoman | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stella Bellanger 1420-0776-0411

15B. CONTRACTOR OFFEROR | 15C. DATE SIGNED 12/15/09 | 16B. United States of America | 16C. DATE SIGNED 04/07/2009

(Signature of person authorized to sign) \_\_\_\_\_ BY Stella Bellanger (Signature of Contracting Officer)

<b>Line Item Summary</b>	<b>Document Num</b> CMK0L090002/0001	<b>Title</b> SVC - Adult Detention Services	<b>Page</b> 2 of 3
--------------------------	---	--	-----------------------

**Total Funding:** \$50,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category	
Division		Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	---	----------	---------------	------------	------------

*The Contractor will assist BIA-OJS by providing detention correctional housing for Juvenile prisoners who have been arrested and are awaiting transport, awaiting adjudication, serving sentences, awaiting release, or are convicted of tribal violations occurring in Indian Country within the Agency's jurisdiction.*

0001	Contracted bed space for juveniles @ \$131.40 per day per juvenile for TCA, CRIT, & PYT Change in Funding, Unit Price	09/30/2009 (10/01/2008 to 09/30/2009)	0.00	YR	\$28,166.00	\$28,166.00
------	--	--	------	----	-------------	-------------

Funding Information:  
2009 - 2010 - - KOL400 - - 258A - - J3130 - - - - -  
- -  
28,166.00

**Previous Total:** \$21,834.00  
**Modification Total:** \$28,166.00  
**Grand Total:** \$50,000.00  
(Includes Discounts)

*This is a Cost Reimbursement Type Contract. The contract amount may increase or decrease during the term of the contract to pay for actual costs for services provided to the BIA, OJS*

**Address Detail**

Title

SVC - Adult Detention Services

Document Numbe

CMKOL090002/0001

Page

3 of 3

**Shipping Addresses**

Code	Detail
0001	<p>Org: BIA - Office of Justice Services Addr: 400 N. 5th Street 10th Floor</p> <p>Phoenix AZ 85004</p> <p>Attn: Vincente Anchondo, Supv. Correctional Prog. Spec. Phone: (602) 379-6958 ext. Fax: (602) 379-6462 ext.</p>

**Invoice Addresses**

Code	Detail
0001	<p>Org: BIA-Albuquerque Accounting Operations Addr: 1001 Indian School Road NW, Suite 352</p> <p>Albuquerque NM 87104</p> <p>Attn: Cecilia Clark, Financial Manager Phone: (505) 563-3151 ext. Fax: (505) 563-3038 ext.</p>

**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

Page

1 of 13

2. CONTRACT NUMBER

3. SOLICITATION NUMBER

4. TYPE OF SOLICITATION

5. DATE ISSUED

6. REQUISITION/PURCHASE NUMBER

CMKOL090002

- SEALED BID (IFB)
- NEGOTIATED (RFP)

7. ISSUED BY

CODE

00007

8. ADDRESS OFFER TO (If other than Item 7)

BIA-Albuquerque Acquisition Office  
1001 Indian School Road NW, Room 347  
Albuquerque, NM 87104

TEL: (505) 563-3007 ext.

FAX: (505) 563-3030 ext.

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME

B. TELEPHONE (NO COLLECT CALLS)

C. E-MAIL ADDRESS

AREA CODE

NUMBER

EXT.

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	7-13
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	3-4	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA		L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
	H	SPECIAL CONTRACT REQUIREMENTS		M	EVALUATION FACTORS FOR AWARD		

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	0.000
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	

15A. NAME AND ADDRESS OF OFFEROR	CODE *	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
GILA, COUNTY OF 1400 EAST ASH STREET, P.O. BOX 1093 GLOBE, AZ 85501-1093			Joseph Elymore Detention Admin, Gila County

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE: 928 NUMBER: 425-6051 EXT.:	<input type="checkbox"/>		

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
	\$21,834.00	2009 - 2010 - - KOL400 - - 258A - - J3130 - - - - -
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
<input checked="" type="checkbox"/> 10 U.S.C. 2304 (c) ( 1 ) <input type="checkbox"/> 41. U.S.C. 253(c) ( )		25
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY	CODE
BIA-Albuquerque Acquisition Office 1001 Indian School Road NW, Room 347 Albuquerque, NM 87104	BIA-Albuquerque Accounting Operations 1001 Indian School Road NW, Suite 352 Albuquerque, NM 87104	ABQ
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
Stella Bellanger 1420-3199-1208		12/08/2008

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is unusable

STANDARD FORM 33 (REV. 9-97)

Prescribed by GSA - FAR (48 CFR) 53-214(c)

<b>Line Item Summary</b>	<b>Document Number</b> CMK0L090002	<b>Title</b> SVC - Adult Detention Services	<b>Page</b> 2 of 13
--------------------------	---------------------------------------	--	------------------------

Total Funding: \$21,834.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2009 2010		K0L400		258A		J3130					
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
------------------	-------------	---	----------	---------------	------------	------------------------------------

*The Contractor will assist BIA-OJS by providing detention correctional housing for Juvenile prisoners who have been arrested and are awaiting transport, awaiting adjudication, serving sentences, awaiting release, or are convicted of tribal violations occurring in Indian Country within the Agency's jurisdiction.*

0001	Contracted bed space for juveniles @ \$131.40 per day per juvenile for TCA, CRIT, & PYT	09/30/2009  (10/01/2008 to 09/30/2009)	1.00	YR	\$21,334.000	\$ 21,334.00
------	---	--	------	----	--------------	--------------

Funding Information:

2009 - 2010 - - K0L400 - - 258A - - J3130 - - - - -  
\$21,334.00

0002	Emergency Services	09/30/2009  (10/01/2008 to 09/30/2009)	1.00	YR	\$500.000	\$ 500.00
------	--------------------	--	------	----	-----------	-----------

This includes emergencies such as needed medical and psychological treatment, prescriptions for inmates or emergencies such as detention center closures. This is included on a not-to-exceed basis.

Funding Information:

2009 - 2010 - - K0L400 - - 258A - - J3130 - - - - -  
\$500.00

**Total Cost: \$21,834.00**

*This is a Cost Reimbursement Type Contract. The contract amount may increase or decrease during the term of the contract to pay for actual costs for services provided to the BIA, OJS*

# Address Detail

**Title**  
SVC - Adult Detention Services

**Document Number**  
CMK0L090002

**Page**  
3 of 13

## Shipping Addresses

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> 400 N. 5th Street 10th Floor  Phoenix AZ 85004 <b>Attn:</b> Vincente Anchondo, Supv. Correctional Prog. Spec. <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

## Invoice Addresses

Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

	<b>Document No.</b> CMK0L090002	<b>Document Title</b> SVC - Adult Detention Services	<b>Page 4 of 13</b>
--	------------------------------------	---	---------------------

TABLE OF CONTENTS

SECTION E -- Inspection and Acceptance	5
E.1    Inspection of Services--Cost-Reimbursement	5
SECTION F -- Deliveries or Performance	6
F.1    Stop-Work Order	6
SECTION I -- Contract Clauses	7
I.1    Clauses By Reference	7
I.2    Release of Claims--Department of the Interior	8
I.3    Indian Preference	8
I.4    Indian Preference Program	9
I.5    Payments	11
I.6    Availability Of Funds	11
I.7    Limitation Of Cost	11
52.217-9 Option to Extend the	12
SECTION L -- Instructions, Conditions and Notices to Bidders	13
L.1    Type of Contract	13

	<b>Document No.</b> CMK0L090002	<b>Document Title</b> SVC - Adult Detention Services	<b>Page 5 of 13</b>
--	------------------------------------	---	---------------------

SECTION E -- INSPECTION AND ACCEPTANCE

E.1 52.246-05 INSPECTION OF SERVICES--COST-REIMBURSEMENT

APRIL 1984

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may--
- (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may
- (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances;  
or
  - (2) terminate the contract for default.

	Document No. CMK0L090002	Document Title SVC - Adult Detention Services	Page 6 of 13
--	-----------------------------	--	--------------

SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER

AUGUST  
1989

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION I -- CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far>  
<http://www.doi.gov/pam>

Clause	Title	Date
52.202-01	Definitions	July 2004
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	September 2006
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	January 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	September 2007
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.204-07	Central Contractor Registration	July 2006
52.207-03	Right of First Refusal of Employment	May 2006
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	September 2006
52.215-08	Order of Precedence--Uniform Contract Format	October 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	October 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	October 1997
52.215-14	Integrity of Unit Prices	October 1997
52.216-07	Allowable Cost and Payment	February 2002
52.216-11 Alt I	Cost Contract--No Fee (Apr 1984) - Alternate I	April 1984
52.216-23	Execution and Commencement of Work	April 1984
52.217-09	Option to Extend the Term of the Contract	March 2000
52.219-08	Utilization of Small Business Concerns	May 2004
52.219-14	Limitations On Subcontracting	December 1996
52.222-03	Convict Labor	June 2003
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	March 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	September 2006
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-41	Service Contract Act of 1965, As Amended	November 2007
52.223-06	Drug-Free Workplace	May 2001
52.226-01	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	June 2000
52.228-07	Insurance--Liability To Third Persons	March 1996
52.229-03	Federal, State And Local Taxes	January 1991

	Document No. CMK0L090002	Document Title SVC - Adult Detention Services	Page 8 of 13
--	-----------------------------	--	--------------

52.232-09	Limitation on Withholding of Payments	April 1984
52.232-17	Interest	June 1996
52.232-19	Availability of Funds for the Next Fiscal Year	April 1984
52.232-23	Assignment of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.232-36	Payment by Third Party	May 1999
52.233-01	Disputes	July 2002
52.239-01	Privacy or Security Safeguards	August 1996
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-13	Bankruptcy	July 1995
52.243-02 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	April 1984
52.246-25	Limitation of Liability--Services	February 1997
52.249-06	Termination (Cost-Reimbursement)	May 2004
52.249-13	Failure To Perform	June 2007
52.249-14	Excusable Delays	April 1984

I.2      1452.204-      RELEASE OF CLAIMS--DEPARTMENT OF THE INTERIOR      JULY 1996  
70

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

I.3      1452.226-      INDIAN PREFERENCE      APRIL 1984  
70

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

	<b>Document No.</b> CMK0L090002	<b>Document Title</b> SVC - Adult Detention Services	Page 9 of 13
--	------------------------------------	---	--------------

- (1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.
- (2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and
- (3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.
- (4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.
- (f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.
- (g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.  
 (End of clause)

I.4 1452.226- INDIAN PREFERENCE PROGRAM  
 71

APRIL 1984

- (a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall --
- (1) Designate a liaison officer who will:  
 i. maintain liaison with the Government and Tribe(s) on Indian preference matters; ii. supervise compliance with the provisions of this clause; and iii. administer the Contractor's Indian preference program.
- (2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.
- (3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.
- (4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including --

	Document No. CMK0L090002	Document Title SVC - Adult Detention Services	Page 10 of 13
--	-----------------------------	--	---------------

i.a clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms; ii.a statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b)); iii.definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract; iv.a representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise; and

(v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate:

i.the names and addresses of all Indians seeking employment for each employment position available under this contract; ii.the number and types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract; iii.for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected; iv.actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract; v.reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and vi.the names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted, and (B) receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the number and types of available positions filled and dollar amounts of all subcontracts awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization, and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

(End of clause)

	Document CMK0L090002	Document Title SVC - Adult Detention Services	Page 11 of 13
--	-------------------------	--	---------------

I.5 52.232-01 PAYMENTS

APRIL 1984

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

I.6 52.232-18 AVAILABILITY OF FUNDS

APRIL 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.7 52.232-20 LIMITATION OF COST

APRIL 1984

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than--

- (1) the estimated cost specified in the Schedule; or
- (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

- (1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or
- (2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

- (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of--
  - (i) the estimated cost specified in the Schedule; or
  - (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and
- (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer--
  - (i) notifies the Contractor in writing that the estimated cost has been increased; and

	<b>Document No.</b> CMK0L090002	<b>Document Title</b> SVC - Adult Detention Services	<b>Page 12 of 13</b>
--	------------------------------------	---	----------------------

(ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

#### 52.217-9 OPTION TO EXTEND THE

	<b>Document No.</b> CMK0L090002	<b>Document Title</b> SVC - Adult Detention Services	<b>Page 13 of 13</b>
--	------------------------------------	---	----------------------

SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.216-01 TYPE OF CONTRACT

APRIL 1984

The Government contemplates award of a Cost Reimbursement contract resulting from this solicitation.

# **Statement of Work**

## **Gila County Juvenile Detention Center**

### **SECTION 1 – GENERAL INFORMATION**

#### **1.1. Scope of Work**

The contractor shall provide safe and secure detention/correctional services in accordance with the specific tasks as outlined in Section 3.

1.1.1. **Purpose.** The Gila County Juvenile Detention Center will actively assist the BIA-OJS by providing housing within its detention facility, for adult individuals who have been arrested and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or having been convicted of tribal violations occurring in Indian Country within the Truxton Canon Agency , Colorado River Agency and Pascua Yaqui Tribe jurisdiction.

#### **1.2 Contractor Personnel**

1.2.1 The contractor shall provide or designate a qualified and capable on-site contract manager who shall be responsible for the performance of the work.

1.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to the daily operation of this contract.

1.2.1.2. The contract manager or alternate shall be available during normal working hours to discuss issues relating to the contract with authorized government officials specific to this contract.

1.2.2. **Contractor Employees.** The contractor shall ensure contract employees are qualified and trained in accordance with contractor facility standards.

#### **1.3 Quality Control**

1.3.1. The contractor shall make available any reports of inspection and/or sanitation reports.

#### **1.4 Quality Assurance**

1.4.1. The government reserves the right to visit the facility to ensure adequate services are being provided.

#### **1.5. Cost for services.**

1.5.1. The cost shall be \$131.40 per prisoner day.

1.5.1.1. For the purpose of computing daily cost a “day” shall begin at 12:01 a.m. and end the following midnight.

1.5.1.2. Any part of a day shall be paid on a pro-rated basis (daily).

**1.6. Contract Information**

1.6.1 Contractor: Gila County Juvenile Detention Center  
1425 E South Street  
Globe, AZ 85501  
(928) 425-6051  
Fax (928) 425-3952

1.6.2 Agency: Vincente M Anchondo, SCS (example)  
400 N 5<sup>th</sup> street, Floor 10  
Phoenix, Arizona 85001  
(602) 379-6958 ext 234  
(602) 541-7166 (cellular)

**1.7. Period of Performance.**

1.7.1. Shall be for the period beginning October 1, 2008 to September 30, 2009.

**SECTION 2 - DEFINITIONS**

**2.1. General Definitions**

2.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services.

2.1.2. "County" means the County of Gila, in the State of Arizona, and the Gila County Juvenile Detention Center, Globe, Arizona.

2.1.3. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS, Truxton Canon Agency, the Colorado River Agency and the Pascua Yaqui Tribe including within the exterior boundaries of the respective Indian Reservations and Indian Allotments.

2.1.4. "BIA-OJS Supervisory Corrections Specialist" means the Agency's District III Supervisory Correctional Specialist (SCS)

2.1.5. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.

2.1.6. "Indian reservation or reservation" means within the exterior boundaries of Indian Reservation(s) and Indian Allotments of the Pascua Yaqui Tribe and respective tribes under the jurisdiction of the Truxton Canon Agency and Colorado River Agency.

2.1.7. "Tribal prisoner or tribal inmate" means a juvenile arrested under authority of the

Gila County Juvenile Detention Center  
Statement of Work for Juvenile Detention Services

DATE: 7/18/2008

Page 2 of 7

respective Tribal Codes(s); or convicted by a tribal court with personal jurisdiction over the offender and subject matter jurisdiction over the offense for a violation of the Tribal code, within the Tribes' and Agency's jurisdiction.

2.1.8. "Delinquent child" means a person under (18) years of age, who has committed an act that violates the Law and Order Code and/or or would be a crime if committed by an adult, or is verified fugitive from another jurisdiction. [As amended by Ordinance DOI 3(98)] or detained or convicted by a tribal court with personal jurisdiction over the child/offender and subject matter jurisdiction over the Agency's jurisdiction.

2.1.9. "Tribal violation" means a violation which offends the criminal laws of the respective Tribal Code(s). This provision will not permit the confinement of juvenile offenders whose only charge or conviction is for a status offense as defined by the Office of Juvenile Justice and Delinquency Act of 1974 and subsequent revisions.

### **Section 3 – Specific Tasks**

3.1. The Gila County Juvenile Detention Center will accept juvenile offenders who have committed violations of tribal criminal law and who are placed there by the District III SCS or their authorized agents.

3.1.1. The Gila County Juvenile Detention Center agrees to house juvenile inmates and provide the necessary food, shelter and supervision services. Any Bureau or Tribal inmate lodged in the Gila County Juvenile Detention Center facility shall be subject to the same rules and regulations as any other person lodged within the facility.

3.1.2. Any Bureau or Tribal arrestee/prisoner awaiting adjudication or awaiting release who has not served his/her full sentence shall not be released except upon written orders from the appropriate tribal court.

3.1.3. The Gila County Juvenile Detention Center will not accept any person that has attained the age of 18 years for lodging within the facility. Gila County Juvenile Detention Center will accept female and male inmates.

3.1.4. The Agency making the arrest shall be responsible for transporting tribal arrestees and prisoners to the Gila County Juvenile Detention Center, Globe, Arizona while awaiting adjudication, serving sentence and/or while awaiting release from custody.

3.1.5. Any unusual incident which affects any Bureau or tribal juvenile inmate held under this contract/purchase order will require the Gila County Juvenile Detention Center to contact the Supervisory Corrections Specialist within twenty-four (24) hours of its' occurrence, unless the incident resulted in serious injury or medical condition, death, escape, change of location of the

Gila County Juvenile Detention Center  
Statement of Work for Juvenile Detention Services

DATE: 7/18/2008

Page 3 of 7

tribal arrestee or prisoner, in such instances, the Gila County Juvenile Detention Center shall immediately notify Vincente Anchondo, District Supervisory Corrections Specialist, at (602) 541-7166 or Justin Wendland, Supervisory Correctional Program Specialist, at (602) 908-7236.

**3.2. Medical needs of prisoners.**

3.2.1. Whenever feasible and practicable, emergency medical, mental or dental needs of Bureau or Tribal juvenile inmates, who are enrolled members of a Federally-recognized Tribe, shall be provided by the Indian Health Service or a tribal health care facility/provider.

3.2.2. The Gila County Juvenile Detention Center shall promptly notify the BIA-OJS, District III Supervisory Corrections Specialist, or designee of such needs to afford the Agency the opportunity to arrange for the treatment and the transport to treatment or to otherwise advise the Gila County Juvenile Detention Center on action to be taken.

3.2.3. In case of extreme emergency where it is not feasible or practicable to seek BIA-OJS advice in advance, the Gila County Juvenile Detention Center may obtain such care for prisoners at local, Federal, or state facilities as emergency needs dictate.

3.2.3.1 In such instances the care provider will be advised by the Gila County Juvenile Detention Center to contact the nearest Indian Health Service facility for further instructions and for claims advice within 72 hours of first furnishing care or treatment.

3.2.3.2. The Gila County Juvenile Detention Center shall promptly notify the Supervisory Corrections Specialist, District III of actions taken when such emergency circumstances occur.

3.2.4. The following are health care facilities closest to the Gila County Juvenile Detention Center:

Cobre Valley Community Hospital  
5880 S Hospital Drive  
Globe, Arizona 85501  
(928) 425-3261

3.2.4.1. In case of **extreme** emergency only, the following Health Care Facility will be used:

Cobre Valley community Hospital  
5880 S Hospital Drive  
Globe, Arizona 85501  
(928) 425-3261

3.2.5. In instances where Indian Health Service rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other federal or state

programs, the Gila County Juvenile Detention Center will be billed by the provider.

3.2.6. BIA-OJS Division of Corrections will only reimburse the Gila County Juvenile Detention Center for medical services if the treatment has been approved by BIA-OJS. BIA-OJS will only reimburse the contractor and not the actual provider of treatment, for authorized emergency medical, mental and dental care and medications.

3.2.7. A medical voucher (Attachment A) will be prepared listing alphabetically the health care providers and total amount due to each vendor, the full inmate name, services provided, date of service, and total amount billed for each inmate. Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA-OJS. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the Gila County Juvenile Detention Center facility administrator.

3.2.8. BIA-OJS will be responsible for providing a medical release of information form signed by the juvenile offender's parent/guardian or custodian for the purpose of obtaining the medical records.

3.2.8.1. The Gila County Juvenile Detention Center will be responsible for providing medical screening of the inmate at the time of booking and the BIA-OJS Police Officer, from their respective Agency, shall provide information regarding any current medical concerns at the time of transportation and booking.

3.2.8.2. BIA OJS or Tribal Police Officer shall be responsible to obtain medical clearance for any known or obvious medical needs prior to incarceration at Gila County Juvenile Detention Center.

#### **Section 4 - Negative Declaration**

4.1. This Statement of Work (SOW) does not reflect, in this or any other context any party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this Statement of Work shall be construed to impact or impair the extradition authority and processes of the Parties.

4.1.2. Nothing in this SOW shall be construed as waiving the sovereign immunity of Gila County Juvenile Detention Center or their employees from suit in State, Tribal or Federal court.

Liability for suit in State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the United States or BIA Police Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

### **Section 5 – Board Bill**

**5.1.** The Gila County Juvenile Detention Center will submit, by the tenth day of the month, a board bill for the previous month's costs of housing BIA-OJS inmates. The board bill will contain the name and address of the Contractor, the contract or purchase order number, date that the board bill is prepared, name of each inmate housed for BIA-OJS, in conjunction with the number of days or portion of days each inmate was physically housed by the Gila County Juvenile Detention Center, daily inmate rate, and the total amount to be paid by BIA-OJS Division of Corrections. Any discrepancies shall be justified in writing by the Gila County Juvenile Detention Center.

5.1.1. The monthly board bill is to be mailed to:

Bureau of Indian Affairs  
OJS-Accounting Operations  
Attn: Cecilia Clark  
1001 Indian School Road NW, Suite 352  
Albuquerque, NM 87104

5.1.2. One copy of the board bill is to be mailed to:

Vincente Anchondo, Supervisory Correctional Specialist  
BIA-Office of Justice Services  
Division of Corrections/District III  
400 N. 5<sup>th</sup> Street, 12<sup>th</sup> Floor  
Phoenix, AZ 85004

### **Section 6 – Right to Refuse Placement**

**6.1.** Notwithstanding any of the above provisions of this SOW, should a limit be set by statute, judicial, or administrative decision, or otherwise, on the number of prisoners, which the Gila County Juvenile Detention Center may lawfully lodge in its facility at any one time, then Gila County Juvenile Detention Center may refuse to lodge any BIA-OJS prisoners if the number of prisoners in the Gila County Juvenile Detention Center at that time has reached 75 % of the maximum capacity allowable by law.

### **Section 7 – Hold Harmless**

**7.1.** The Gila County Juvenile Detention Center agrees to hold harmless the BIA-OJS from:

Gila County Juvenile Detention Center  
Statement of Work for Juvenile Detention Services  
DATE: 7/18/2008  
Page 6 of 7

7.1.1. Violation of constitutional rights arising from the detention of persons in the Gila County Juvenile Detention Center pursuant to this SOW.

7.1.2. The BIA-OJS and the Gila County Juvenile Detention Center agrees to assume its' own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner, result from or arise out of this agreement.

**Section 8 - Indemnification, Liability, and Insurance**

**8.1** The BIA-OJS assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the County or its officers, pursuant to this SOW.

**8.2.** The Gila County Juvenile Detention Center assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS.

**8.3.** Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.

**8.4.** The Gila County Juvenile Detention Center will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of Grady County Detention or its agents or employees in the performance of this SOW.

**8.5.** Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.



**GILA COUNTY ATTORNEY**  
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item 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 such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

**Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review**

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs 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 IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA 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 IGA 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 IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper 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 IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA 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 IGA.

Regular BOS Meeting

Meeting Date: 12/20/2011

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director Submitted By: Michael O'Driscoll Health & Emergency Services Division Director Health & Emergency Services Division

Department: Health & Emergency Services Division Division: Emergency Services

Fiscal Year: 2011 Budgeted?: Yes

Contract Dates: December 1, 2011-March 31, 2012 Grant?: No

Begin & End:

Matching Requirement?: No Fund?: Renewal

Presenter's Name:

Information

Request/Subject

Amendment No. 2 to Arizona State Forestry Division Crew Use Contract

Background Information

Gila County has an existing contract for Wild Land Fire Crew use with the Arizona State Forestry Division. This agreement was entered into on the 16th of September 2008. The Arizona State Forestry Division has updated their rates since the initial agreement. This proposed amendment to the contract updates those rates as of November 21, 2011.

Evaluation

Gila County has been issued a Special Use Permit by the United States Forest Service to remove dead and down wood in Tonto Creek located in the Tonto Basin Area using Arizona State Forestry Division prison fire crews. This debris creates hazards during flooding and changes the flow of the floodwaters. The debris often creates sediment deposits outside the historical channel of Tonto Creek, diverting floodwaters into residential areas. The permit will expire on March 31, 2012, due to nesting times of critical habitat in the Tonto Creek area. Gila County has an existing contract with the Arizona State Forestry Division to use these fire crews. On March 3, 2011, the Gila County Board of Supervisors approved an updated rate amendment to the existing contract which broadened the scope of the fire crews to include removing dead and down debris from Federal lands. The current Amendment No. 2 as of November 28, 2011, updates the Crew Rate Sheet.

Conclusion

The approval of the amendment to the Crew Use contract between Gila County and the Arizona State Forestry Division, updating the crew use rates will allow Gila County to utilize these crews to remove dead and down debris from the Tonto Basin area of Tonto Creek. Gila County has been granted a Special Use Permit from the United States Forest Service that will expire on March 31, 2012. The original agreement that the Gila County Board of Supervisors authorized on March 3, 2011, allowed for up to \$48,800 to be expended. Since March 3, 2011, the project has cost \$4,777.92. The use of these crews should cost between \$1,300 and \$3,050 each day they are used. The price is dependent on the time it takes to remove the debris and number of fire crews used. The total cost of the project should expend up to, but not exceed \$44,022.08 that is remaining from the original agreement dated March 3, 2011.

Recommendation

The Director of Health and Emergency Services recommends that the Gila County Board of Supervisors authorize the Chairman's signature to amend the 2008 Crew Use Contract with the Arizona State Forestry Division, updating the Fire Crew Rate Sheet.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 2 to the Crew Use Contract dated November 28, 2011, between Gila County and the Arizona State Forestry Division to allow Gila County to expend up to the remaining \$44,022.08 from the original agreement of March 3, 2011, utilizing the Wild Land Fire Crews for removal of debris from Tonto Creek for the period December 1, 2011, through March 31, 2012.

Attachments

Crew Use Contract

Contract Amendment No. 2

Fire Crew Rate Sheet

Contract Amendment No. 1

Janet Napolitano  
Governor

Mark Rowdabaugh  
State Forester

# Arizona State Forestry Division

Office of the State Forester  
1110 W. Washington St., Suite 100  
Phoenix, AZ 85007  
(602) 771-1400



## Crew Use Contract

COPY

### Gila County

Contract entered into this 16 day of Sept., 2008. Between Gila County, 1400 East Ash Street, Globe, AZ 85501, herein called the "Gila County/Party or Parties" and Arizona State Forestry Division, 1110 West Washington, Phoenix Arizona 85007.

The contract will be completed under the terms and conditions specified for the amount of approximately \$650 per work day for handcrew and \$170 per work day for the engine crew (see attached rate sheet).

#### **Scope of Contract:**

**Description of project:** Utilize ASFD Fire/Fuels Crews to perform hazardous fuels and woody debris reduction projects on county and private property in close proximity to the city of Globe within Gila County.

**Location and map-** Attached

**Type of project:** Hazardous fuels and wood debris reduction may include; clearing, thinning, chipping, burning of vegetation and re-seeding in affected areas, as needed, within the general area of Globe, AZ.

#### **Contractors and/or Parties Responsibilities**

ASFD will provide appropriate crews with all relevant equipment, as scheduled with Gila County and ASFD. The County may furnish any specialized tools and/or supplies as needed. The County and ASFD agree that ASFD Fire Crews may perform hazardous fuels and woody debris reduction activities such as: tree and brush thinning, hand removal, piling, chipping and chip hauling. ASFD Fire Crews may also help perform hazardous fuels reduction through the use of prescribed fire and pile burning activities, only as a labor force and not the responsible parties. ASFD agrees to provide proper training to crew members, to ensure that crew members properly utilize protective clothing and gear, and to provide necessary supervision for all crew activities. ASFD will provide forestry and fire management services consistent with industry standards and will make every effort to protect the natural resources of the lands on which and adjacent to, such work is being undertaken. Each party shall be responsible for its own negligence and that of its

employees, agents and representatives. Gila County will be responsible for all contact and scheduling activities with regard to landowners and slash/debris removal.

**Reporting/Recording Requirements**

ASFD will track cost of crews, labor cost, vehicle/ equipment cost, acres treated and structures treated and make information available upon request.

**Deliverables:**

ASFD may create areas that are less prone to catastrophic wild land fires and/or reduce quantity of flood caused, woody debris, as directed by Gila County and ASFD staff.

**Pre-Work Consultations**

After award of the contract and before any work shall begin, the ASFD shall meet with Gila County to discuss the terms and conditions of the contract. ASFD may request any other pertinent information from the County; such as survey maps, boundary marker, etc.

**Payment**

ASFD will bill Gila County quarterly. Payment will be due within 30 days upon receipt of ASFD invoices.

**Audit of Records:**

Pursuant to A.R.S. § 35-214 and 35-215, the Party and or Parties shall retain all data 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 ASFD shall produce the original of any or all such records.

**Cancellation for Conflict of Interest:**

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies 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 contract 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 affective when the ASFD receives written notice of the cancellation unless the notice specifies a later time.

**Non-Discrimination:**

The Party and or Parties shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. ASFD shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

**Applicable Law:**

This Agreement shall be governed and interpreted by the law of the State of Arizona, and administrative rules promulgated there under.

**Arbitration:**

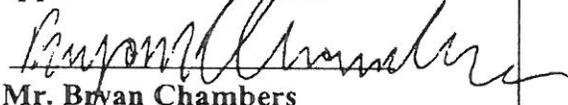
The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

**Amendment:**

This contract shall not be altered, changed, or amended except by instrument in writing executed by the Party and/or Parties or the Contactor hereto.

\*\*\*

**SIGNATURE PAGE:**

RESERVED FOR THE STATE FOERSTER	RESERVED FOR THE PARTY / PARTIES
	 08.26.08
Signature <span style="float: right;">Date</span> <span style="float: right;">9/16/04</span>	Signature <span style="float: right;">Date</span>
<b>Harlan Nelson, Program Director</b>	<b>Jose Sanchez, Board Chairman</b>
Typed Name and Title  <b>Arizona State Forestry Division</b>	Typed Name and Title  <b>Gila County</b>
Entity Name  <b>1110 W. Washington, Suite 100</b>	Entity Name  <b>1400 East Ash Street</b>
Address  <b>Phoenix, AZ 85007</b>	Address  <b>Globe, AZ 85501</b>
City/State/Zip	City/State/Zip
	Approved as to Content:  <b>Mr. Bryan Chambers</b> <b>Deputy County Attorney</b> <u>3 19 06</u> <b>Date</b>



## CONTRACT AMENDMENT

ARIZONA STATE  
FORESTRY DIVISION  
1110 W. Washington St.  
Suite 100  
Phoenix, Arizona 85007  
(602) 771-1400

Contract: Gila County Crew Use

Amendment No.: 2

### Crew Use Contract Amendment – Gila County

Amendment Date: November 28, 2011

It is mutually agreed that the contract referenced is amended as follows:

1. **Scope of Contract:** to include work done on federal land with federal agency approval at Gila County expense.
2. **Contractors and/or Parties Responsibilities:** to include that Gila County will acquire permission to enter and conduct operations on federal land, acquire any and all permits, act as responsible party to ensure that federal regulations and requirements are met, Gila County will provide a project manager and act as liaison to the federal agency.
3. Updated Crew Rate Sheet dated 11-21-11.

**All other provisions shall remain in their entirety**

Gila County hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

The above referenced Contract Amendment is hereby executed this \_\_\_\_ day of \_\_\_\_\_, 2011 at Phoenix, Arizona.

Signature / Date

Authorized Signatory's Name and Title:

James Downey, Phoenix District Forester

Janice K. Brewer  
Governor

Scott Hunt  
State Forester

# Arizona State Forestry Division

## Office of the State Forester

1110 W. Washington St., Suite 100

Phoenix, AZ 85007

(602) 771-1400



## Arizona State Forestry Division, Fire Crew Rate Sheet Gila County 11-21-11

The crews will function off an average work week of (mon, tues, wed) with approximately 2 hours travel and 10 hours work onsite per day. If crew responds to a fire, has shortened work day, or reduced crew size, the daily rates will be prorated according to usage at itemized rates. These rates could include the following:

### Hand Crew

1 ASFD, crew coordinator

2-3 Staff officers

18 Person inmate crew

1 Crew coordinator vehicle

2 Crew transport vehicles

1 Chipper truck (if needed)

1 18" Chipper (if needed)

1 ATV w/ skidder arch (if needed)

1 Type 3 engine or type 6 engine (based on needs of crew)

Appropriate hand tools, chainsaws, drip torches, etc, including related fuel.

### Itemized Rates

Number of Inmates X \$4/hr

Crew Transports: \$86.08/day + \$1.04/mile

Crew Coordinator Vehicles: \$35/day + \$0.44/mile

Type 3 Engine: \$66/hr (hourly rate charged for travel time)

Type 6 Engine: \$37/hr (hourly rate charged for travel time)

Chipper Truck: \$35/day + \$0.44/mile

18" Chipper: \$22.54/day + \$25/hour (actual running time off Hobbs meter)

ATV & Arch Skidder: \$100/day

ASFD can provide actual labor cost values of both ASFD Crew Coordinators and Correctional Officers base 40 work hours to the County for grant matching purposes, if needed.



## CONTRACT AMENDMENT

ARIZONA STATE  
FORESTRY DIVISION  
1110 W. Washington St.  
Suite 100  
Phoenix, Arizona 85007  
(602) 542-2446

Contract: Gila County Crew Use

Amendment No.: 1

### Crew Use Contract Amendment – Gila County

Amendment Date: February 23, 2011

It is mutually agreed that the contract referenced is amended as follows:

1. **Scope of Contract:** to include work done on federal land with federal agency approval at Gila County expense.
2. **Contractors and/or Parties Responsibilities:** to include that Gila County will acquire permission to enter and conduct operations on federal land, acquire any and all permits, act as responsible party to ensure that federal regulations and requirements are met, Gila County will provide a project manager and act as liaison to the federal agency.
3. Updated Crew Rate Sheet dated 2-22-11.

All other provisions shall remain in their entirety

Gila County hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

The above referenced Contract Amendment is hereby executed this 7 day of MARCH, 2011 at Phoenix, Arizona.

*Michael A. Pastor 3/3/11*  
Signature / Date

Authorized Signatory's Name and Title:

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

*James Downey*  
James Downey, Phoenix District Forester

Janice K. Brewer  
Governor

Scott Hunt  
State Forester

# Arizona State Forestry Division

Office of the State Forester  
1110 W. Washington St., Suite 100  
Phoenix, AZ 85007  
(602) 771-1400



## Arizona State Forestry Division, Fire Crew Rate Sheet Gila County 2-22-11

The crews will function off an average work week of Monday – Wednesday with approximately 1 hour travel and 11 hours work onsite per day. If crew responds to a fire, has shortened work day, or reduced crew size, the daily rates will be prorated according to usage at itemized rates. These rates could include the following:

### Hand Crew

- 1 ASFD, crew coordinator
  - 2-3 Staff officers
  - 18 Person inmate crew
  - 1 Crew coordinator vehicle
  - 2 Crew transport vehicles
  - 1 Chipper truck (if needed)
  - 1 18" Chipper (if needed)
  - 1 ATV w/ skidder arch (if needed)
  - 1 Type 3 engine or type 6 engine (based on needs of crew)
- Appropriate hand tools, chainsaws, drip torches, etc, including related fuel.

### Itemized Rates

- Fuels Rate - Number of Inmates X \$4/hr
- Prescribed Fire Rate – Number of Inmates X \$7.50/hr
- Crew Transports: \$86.08/day + \$1.04/mile
- Crew Coordinator Vehicles: \$35/day + \$0.44/mile
- Type 3 Engine: \$66/hr (hourly rate charged for travel time)
- Type 6 Engine: \$37/hr (hourly rate charged for travel time)
- Chipper Truck: \$35/day + \$0.44/mile
- 18" Chipper: \$22.54/day + \$12/hour (actual running time off hobbs meter)
- ATV & Arch Skidder: \$100/day

ASFD can provide actual labor cost values of both ASFD Crew Coordinators and Correctional Officers base 40 work hours to the County for grant matching purposes, if needed.

**ARF-975**

**Consent Agenda Item 4- F**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

**Submitted For:** Jacque Durbin, Deputy Court Administrator  
**Submitted By:** Coleen Stevens, Administrative Assistant, Superior Court

**Department:** Superior Court **Division:** Superior Court Administration

**Presenter's Name:**

---

Information

Request/Subject

2012 Appointment/Reappointment of Judges Pro Tempore for Payson and/or Globe Regional Justice Courts in Gila County.

Background Information

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of the following, for Payson and Globe Regional Justice Court: Rebecca Baeza, Peter DeNinno, J. Dee Flake, William Flower, John Huffman, Paul Julien, Paul Larkin, Ronnie O. McDaniel, and Gary Scales.

Reappointment of John Perlman for Payson Regional Justice Court.

Appointment of Patricia Arnold and Don Calender for Payson and Globe Regional Justice Court.

These Justices of the Peace Pro Tempore of the Payson and/or Globe (as indicated above) Regional Justice Courts in Gila County will serve for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. 22-121 for the purposes of enhancing the court's ability to process cases.

Evaluation

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent, pursuant to A.R.S. 22-121, the following reappointments are being requested for Justice of the Peace Pro Tempore for Payson and Globe Regional Justice Court: Rebecca Baeza, Peter DeNinno, J. Dee Flake, William Flower, John Huffman, Paul Julien, Paul Larkin, Ronnie O. McDaniel, and Gary Scales; reappointment of John Perlman for Payson Regional Justice Court; appointment of Patricia Arnold and Don Calender for Payson and Globe Regional Justice Court; to serve from time to time as requested and subject to the availability of funds of the Justice Courts. The term of these appointments shall be for one (1) year (January 1, 2012, through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Conclusion

The Presiding Judge of the Superior Court in Gila County has requested the reappointments of the individuals listed above pursuant to A.R.S. 22-121 for the purposes of enhancing the court's ability to process cases.

#### Recommendation

The the Gila County Board of Supervisors approve the request made by the Presiding Judge of the Superior Court in Gila County for the following reappointments for Payson and Globe Regional Justice Court: Rebecca Baeza, Peter DeNinno, J. Dee Flake, William Flower, John Huffman, Paul Julien, Paul Larkin, Ronnie O. McDaniel, and Gary Scales; reappointment of John Perlman for Payson Regional Justice Court; appointment of Patricia Arnold and Don Calender for Payson and Globe Regional Justice Court, in Gila County for the term of one (1) year (January 1, 2012, through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. 22-121 for the puropses of enhancing the court's ability to process cases.

#### Suggested Motion

Approval of the reappointments of the following as Judges Pro Tempore for both the Payson and Globe Regional Justice Courts: Rebecca Baeza, Peter DeNinno, J. Dee Flake, William Flower, John Huffman, Paul Julien, Paul Larkin, Ronnie O. McDaniel, and Gary Scales; the reappointment of John Perlman as Judge Pro Tempore for the Payson Regional Justice Court; and the appointments of Patricia Arnold and Don Calendar as Judges Pro Tempore for both the Payson and Globe Regional Justice Courts, all for the term of one (1) year (January 1, 2012, through December 31, 2012).

---

#### Attachments

MEMO TO BOS FROM PJC

JP ADMIN ORDERS

BOS APPROVAL FORM JP PRO TEM

# Superior Court Of Gila County

PETER J. CAHILL  
Presiding Judge  
Extension 8686

ROBERT DUBER, II  
Judge, Division II  
Extension 8690

MARY HAWKINS  
Court Administrator  
Extension 8671

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

## MEMORANDUM

**DATE:** November 16, 2011

**TO:** Gila County Board of Supervisors

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

**RE:** 2012 Reappointment of Judges Pro Tempore for Payson and/or Globe Regional Justice Courts

---

I have appointed the following individuals listed below, as Judges Pro Tempore, for Payson and/or Globe Regional Justice Courts (copies of the Administrative Orders are enclosed).

- Patricia Arnold           Globe/Payson
- Rebecca Baeza           Globe/Payson
- Don Calendar            Globe/Payson
- Peter DeNinno            Globe/Payson
- Dee Flake                 Globe/Payson
- William Flower           Globe/Payson
- John Huffman            Globe/Payson
- Paul Julien               Globe/Payson
- Paul Larkin               Globe/Payson
- Ronnie O. McDaniel      Globe/Payson
- John Perlman             Payson
- Gary Scales               Globe/Payson

The reappointments are for a period of one (1) year (January 1, 2012, through December 31, 2012), and I am requesting that the Board approve these appointments pursuant to A.R.S. §22-121. I have enclosed a proposed approval form for each of the above named persons for the Board to consider.

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

2011 NOV 28 PM 12:15

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
APPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
GLOBE REGIONAL JUSTICE )  
COURT AND PAYSON REGIONAL )  
JUSTICE COURT )

BY  DEPUTY

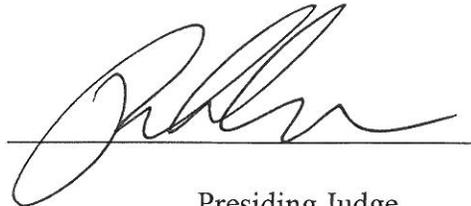
ADMINISTRATIVE ORDER

No. 2011 PJC - 00018

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

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing the **Honorable Gary V. Scales** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested without compensation. The term of this appointment shall be for one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Dated Nov. 22 2011.



Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- Honorable Gary V. Scales**  
Gila County Courthouse
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

2011 NOV 28 PM 12:15

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

FILED

AT \_\_\_\_\_ M

IN AND FOR THE COUNTY OF GILA

2011 NOV 21 AM 7:53

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
APPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
PAYSON REGIONAL JUSTICE )  
COURT AND GLOBE REGIONAL )  
JUSTICE COURT )

BY  DEPUTY

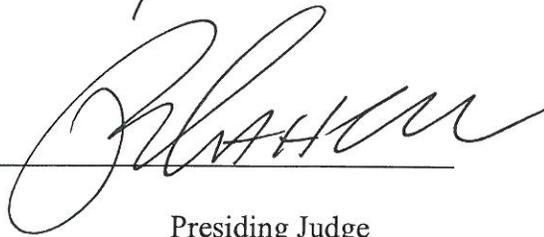
ADMINISTRATIVE ORDER

No. 2011 PJC - 00007

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

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing **Rebecca Baeza** as Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Dated \_\_\_\_\_ 11/18 \_\_\_\_\_ 2011.

  
\_\_\_\_\_  
Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- Rebecca Baeza**  
Globe Regional Justice Court  
Gila County Courthouse
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

2011 NOV 21 AM 7:53

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA NOV 21 AM 7:55

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )
APPOINTMENT OF JUSTICE OF )
THE PEACE PRO TEMPORE FOR )
PAYSON and GLOBE REGIONAL )
JUSTICE COURTS )

BY [Signature] DEPUTY

ADMINISTRATIVE ORDER
No. 2011 PJC - 00008

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

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, appointing Patricia Arnold as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Dated Nov. 18 2011.

[Signature]

Presiding Judge

- cc: Hon. Gary Goettman
Globe Regional Justice Court
Gila County Courthouse
Hon. Dorothy Little
Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541
Jacque Durbin
LJ Court Administrator
Gila County Courthouse
Patricia Arnold
Coleen Stevens
Superior Court Administration
Gila County Courthouse

Vertical stamp or mark on the right margin.

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
AT \_\_\_\_\_ M

IN AND FOR THE COUNTY OF GILMA NOV 21 AM 8:42

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
APPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
PAYSON REGIONAL JUSTICE )  
COURT AND GLOBE REGIONAL )  
JUSTICE COURT )

BY  DEPUTY

ADMINISTRATIVE ORDER  
No. 2011 PJC - 00009

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

**IT IS HEREBY ORDERED**, pursuant to A.R.S. '22-121, appointing **Paul Julien** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Dated Nov. 18 2011.



Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- Paul Julien**  
195 E. Yvon Dr.  
Tucson AZ 85704
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

2011 NOV 21 AM 8:42

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

FILED

IN AND FOR THE COUNTY OF GILA

NOV 21 AM 8:42

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
APPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
PAYSON REGIONAL JUSTICE )  
COURT AND GLOBE REGIONAL )  
JUSTICE COURT )

BY  DEPUTY

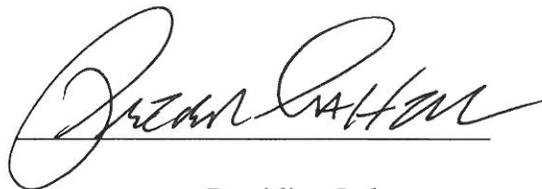
ADMINISTRATIVE ORDER

No. 2011 PJC - 00010

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

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing **John Huffman** as a Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Dated Nov. 18 2011.



Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- John Huffman**  
HC4, Box 40  
Payson, Arizona 85541
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

001  
002  
003  
004  
005  
006  
007  
008  
009  
010

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

AT \_\_\_\_\_ M

IN AND FOR THE COUNTY OF GILA 2011 NOV 21 AM 8:42

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
APPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
PAYSON REGIONAL JUSTICE )  
COURT AND GLOBE REGIONAL )  
JUSTICE COURT )

BY EL DEPUTY

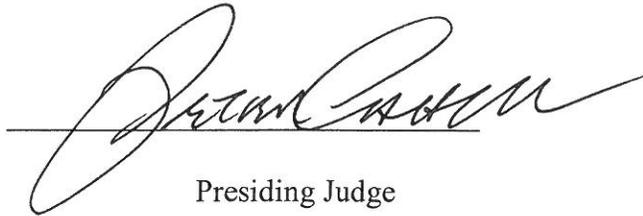
ADMINISTRATIVE ORDER

No. 2011 PJC - 200011

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

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing the **Honorable J. Dee Flake** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Dated Nov. 18 2011.

  
\_\_\_\_\_  
Presiding Judge

- cc: **Hon. Gary Goetteman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- Hon. J. Dee Flake**  
P.O. Box 2797  
Globe, Arizona 85502
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

RECORDED

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA 2011 NOV 21 AM 8:42

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
APPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
GLOBE REGIONAL JUSTICE )  
COURT AND PAYSON REGIONAL )  
JUSTICE COURT )

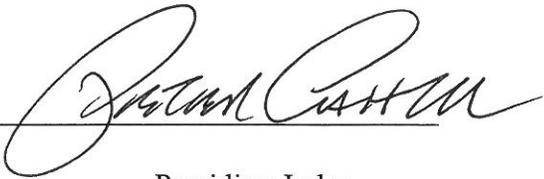
BY  DEPUTY

ADMINISTRATIVE ORDER  
No. 2011 PJC - 200012

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

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing the **Honorable Peter J. DeNinno** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested without compensation. The term of this appointment shall be for one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Dated Nov. 18 2011.



Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- Honorable Peter J. DeNinno**  
Gila County Courthouse
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

FILED

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

2011 NOV 21 AM 8:42

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
APPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
GLOBE REGIONAL JUSTICE )  
COURT AND PAYSON REGIONAL )  
JUSTICE COURT )

BY  DEPUTY

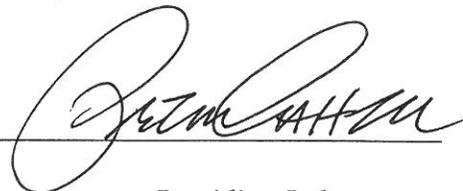
ADMINISTRATIVE ORDER

No. 2011 PJC - 200013

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

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing the **Paul Larkin** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested without compensation. The term of this appointment shall be for one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Dated Nov. 18 2011.



Presiding Judge

- cc: **Hon. Gary Goetteman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- Paul Larkin**
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

11/21/11

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA 2011 NOV 21 AM 8:42

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
APPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
PAYSON REGIONAL JUSTICE )  
COURT )  
\_\_\_\_\_ )

BY  DEPUTY

ADMINISTRATIVE ORDER

No. 2011 PJC - 00014

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

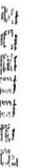
**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing the **John Perlman** Justice of the Peace Pro Tempore of the Payson Regional Justice Court to serve from time to time as requested without compensation. The term of this appointment shall be for one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Dated Nov. 18 2011.

  
\_\_\_\_\_

Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- John Perlman**  
104 South Broad Street, Suite 4  
Globe, Arizona 85501
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse



FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

AT \_\_\_\_\_ M

IN AND FOR THE COUNTY OF GILA

2011 NOV 21 AM 8:42

ANITA ESCOBEDO, CLERK

BY [Signature] DEPUTY

IN THE MATTER OF THE )  
APPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
GLOBE REGIONAL JUSTICE )  
COURT AND PAYSON REGIONAL )  
JUSTICE COURT )

ADMINISTRATIVE ORDER  
No. 2011 PJC - 00015

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

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing the **William Flower** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested without compensation. The term of this appointment shall be for one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Dated Nov. 18 2011.

[Signature]  
Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- William Flower**
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

2011 NOV 21 AM 8:42

FILED

COURT OF THE STATE OF ARIZONA

AT \_\_\_\_\_ M

IN AND FOR THE COUNTY OF GILA 2011 NOV 21 AM 8:42

ANITA ESCOBEDO, CLERK

BY  DEPUTY

IN THE MATTER OF THE )  
APPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
GLOBE REGIONAL JUSTICE )  
COURT AND PAYSON REGIONAL )  
JUSTICE COURT )

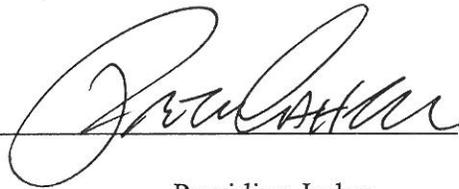
ADMINISTRATIVE ORDER

No. 20 11 PJC - 00016

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

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, reappointing the **Ronnie O. McDaniel** Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested without compensation. The term of this appointment shall be for one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Dated Nov. 18 2011.



Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**LJ Court Administrator**  
Gila County Courthouse
- Ronnie O. McDaniel**
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

FILED

FILED

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

AT \_\_\_\_\_ M

IN AND FOR THE COUNTY OF GILA 2011 NOV 21 AM 8:42

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE )  
APPOINTMENT OF JUSTICE OF )  
THE PEACE PRO TEMPORE FOR )  
PAYSON REGIONAL JUSTICE )  
COURT AND GLOBE REGIONAL )  
JUSTICE COURT )

BY  DEPUTY

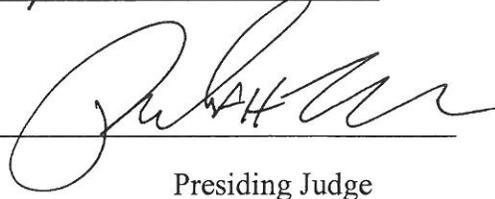
ADMINISTRATIVE ORDER

No. 2011 PJC - 00017

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

**IT IS HEREBY ORDERED**, pursuant to A.R.S. §22-121, appointing **Don Calendar** as a Justice of the Peace Pro Tempore of the Payson Regional Justice Court and the Globe Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be for one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge.

Dated Nov. 18 2011.

  
\_\_\_\_\_  
Presiding Judge

- cc: **Hon. Gary Goettman**  
Globe Regional Justice Court  
Gila County Courthouse
- Hon. Dorothy Little**  
Payson Regional Justice Court  
714 South Beeline Highway  
Payson, Arizona 85541
- Jacque Durbin**  
**Court Administrator**  
Gila County Courthouse
- Don Calendar**  
669 W. Carter Dr.,  
Tempe, Arizona
- Coleen Stevens**  
Superior Court Administration  
Gila County Courthouse

2011 NOV 21 AM 8:42

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Rebecca Baeza** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

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

Dated \_\_\_\_\_ 2011.

GILA COUNTY BOARD OF SUPERVISORS

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

Tommie C. Martin, Chairperson

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Peter J. DeNinno** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

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

Dated \_\_\_\_\_ 2011.

GILA COUNTY BOARD OF SUPERVISORS

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

Tommie C. Martin, Chairperson

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **J. Dee Flake** as a Justice of the Peace Pro Tempore of the Globe Regional Justice Court in Gila County for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

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

Dated \_\_\_\_\_ 2011.

GILA COUNTY BOARD OF SUPERVISORS

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

Tommie C. Martin, Chairperson

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **William Flower** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

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

Dated \_\_\_\_\_ 2011.

GILA COUNTY BOARD OF SUPERVISORS

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

Tommie C. Martin, Chairperson

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **John Huffman** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

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

Dated \_\_\_\_\_ 2011.

GILA COUNTY BOARD OF SUPERVISORS

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

Tommie C. Martin, Chairperson

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Paul Julien** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

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

Dated \_\_\_\_\_ 2011.

GILA COUNTY BOARD OF SUPERVISORS

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

Tommie C. Martin, Chairperson

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Paul Larkin** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

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

Dated \_\_\_\_\_ 2011.

GILA COUNTY BOARD OF SUPERVISORS

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

Tommie C. Martin, Chairperson

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Gary Scales** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

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

Dated \_\_\_\_\_ 2011.

GILA COUNTY BOARD OF SUPERVISORS

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

Tommie C. Martin, Chairperson

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **Patricia Arnold** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

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

Dated \_\_\_\_\_ 2011.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairperson

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **Don Calender** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice Courts in Gila County for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

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

Dated \_\_\_\_\_ 2011.

GILA COUNTY BOARD OF SUPERVISORS

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

Tommie C. Martin, Chairperson

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **John Perlman** as a Justice of the Peace Pro Tempore of the Payson Regional Justice court in Gila County for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

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

Dated \_\_\_\_\_ 2011.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairperson

**APPROVAL OF APPOINTMENT OF  
JUSTICE OF THE PEACE PRO TEMPORE**

The Presiding Judge of the Superior Court in Gila County has requested the reappointment of **Ronnie O. McDaniel** as a Justice of the Peace Pro Tempore of the Payson and Globe Regional Justice courts in Gila County for the term of one (1) year (January 1, 2012 through December 31, 2012), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. §22-121 for the purpose of enhancing the court's ability to process cases.

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

Dated \_\_\_\_\_ 2011.

GILA COUNTY BOARD OF SUPERVISORS

By: \_\_\_\_\_  
Tommie C. Martin, Chairperson

**ARF-994**

**Consent Agenda Item 4- G**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

**Submitted For:** Fred Barcon, IDA President  
**Submitted By:** Linda Rodriguez, Administrative Manager, County Manager

**Department:** County Manager

**Presenter's Name:**

---

Information

Request/Subject

IDA Board Member Resignation and Replacement.

Background Information

The Industrial Development Authority of Gila County was created by Gila County Board of Supervisors' Resolution signed on August 7, 1972. Operating procedures: General Powers under the Articles of Incorporation state that business and affairs of the corporation shall be managed by a Board of not less than three (3) nor more than nine (9) directors.

Membership to-date:

Officers:

President, Fred Barcon  
Vice President, William Long  
Secretary/Treasurer, Mark Marcanti

Members:

Mitch R. Holder: Resigned  
Gerald Kohlbeck  
William Byrne  
Mark Marcanti  
Cliff Potts  
Ray Pugel

Appointing Authority: Gila County Board of Supervisors.

The IDA of Gila County notified Chairman Tommie Martin on November 10, 2011, that Mitch Holder tendered his letter of resignation and submitted their recommendation to appoint Danny Michaels to serve the remainder of Mr. Holder's term.

Evaluation

Mr. Holder was appointed by Supervisor Shirley Dawson from District III and she has nominated Mickie Nye as his replacement.

Conclusion

N/A

Recommendation

It is the recommendation of Supervisor Dawson to appoint Mickie Nye to the Industrial Development Authority of Gila County Board of Directors to fill Mitchell Holder's unexpired term of office.

Suggested Motion

Acknowledge the resignation of Mitchell Holder from the Industrial Development Authority of Gila County Board of Directors as of August 16, 2011, and appoint Mickie Nye to fill Mr. Holder's unexpired term of office through May 14, 2013.

---

Attachments

Mitch Holder resignation

Letter to IDA from Chairman Martin

IDA Membership-Proposed

**INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF GILA, ARIZONA**

**P.O. Box 127**

**Claypool, AZ 85532**

Fred Barcón, President  
William Long, Vice President  
Mark Marcanti, Secretary/Treasurer

William A. Byrne, Member  
Gerald Kohlbeck, Member  
Cliff Potts, Member  
Ray Pugel, Member

November 10, 2011

Madame Chairman Martin  
Gila County Board of Supervisors  
1400 East Ash Street  
Globe, AZ 85501

RE: IDA Replacement

Dear Madame Chairman Martin:

At the IDA Quarterly Meeting on September 15, 2011, Mitch Holder tendered his letter of resignation.

In order to facilitate and expedite the process, the Industrial Development Authority Board has sought potential members and recommends that you consider Mr. Danny Michaels.

Respectfully,



Fred Barcón, President  
Industrial Development Authority

FB/sp  
cc: Don McDaniel

President Barcan and members of the  
ZDA board;

I would like to announce my  
resignation from the ZDA Board of  
Directors. I have enjoyed my  
tenure on the board and especially  
appreciate the hard work and lack  
of appreciation that make this duty  
a truly civic duty for our fellow  
citizens of Giles County. Thank you  
all.

W. J. R. R. R. R.  
Aug 16, 2011

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



**Don E. McDaniel, Jr.,**  
**County Manager**  
(928) 402-4257  
[dmcDaniel@gilacountyaz.gov](mailto:dmcDaniel@gilacountyaz.gov)

**Michael A. Pastor, District II**  
(928) 402-8753  
[mpastor@gilacountyaz.gov](mailto:mpastor@gilacountyaz.gov)

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

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

**Shirley L. Dawson, District III**  
(928) 402-8511  
[sdawson@gilacountyaz.gov](mailto:sdawson@gilacountyaz.gov)

**December 1, 2011**

**Fred Barcon, President**  
**Gila County Industrial Development Authority**  
P.O. Box 127  
Claypool, AZ 85532

**Re: IDA Board Member Resignation and Replacement**

**Dear Mr. Barcon:**

**Thank you for forwarding Mitch Holder's letter of resignation from the IDA Board of Directors and your recommendation to consider Danny Michaels as his replacement. As you know Mr. Holder was appointed by Supervisor Dawson from District III. She has forwarded to me her nomination to appoint Mickie Nye as the replacement. I plan to honor her request to appoint Mr. Nye, so you may want to inform Mr. Michaels that he is not being considered.**

**Thank you for all you do for Gila County through the IDA.**

**Sincerely,**

**Tommie Cline Martin, Chairman**

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF GILA  
(Proposed to BOS on 12-20-11, and if approved by the BOS the list will be as follows)

NAME OF MEMBER	TYPE OF APPOINTMENT  Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) <u>New Appointment:</u> Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment:</u> Mark with a “C” and include number of years served <u>prior to most recent appointment</u>		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM FOR CURRENT APPOINTMENT (# of years)
Fred Barcon	D (by T. Martin)	C (4/10/07)	12 years (apptd. 11/6/95)	05/08/07-05/08/13	6
William Long	D (by C. Salas)	C (6/7/11)	12 years (apptd. 5/18/98)	05/18/10-05/18/16	6
William Alvin Byrne	D (by S. Dawson)	B (4/7/09)	Michael Pastor	04/07/09-05/14/13	6
Gerald Kohlbeck	D (by J. Sanchez)	A (5/14/07)	-	05/14/07-05/14/13	6
<del>Mitchell R. Holder</del>	<del>D (by S. Dawson)</del>	<del>A (5/14/07)</del>	-	<del>05/14/07-05/14/13</del>	<del>6</del>
Mark Marcanti	D (by J. Sanchez)	C (6/7/11)	6 years (apptd. 1/20/04)	01/20/10-01/20/16	6
Cliff Potts	D (by T. Martin)	A (6/7/11)	-	06/07/11-06/07/17	6
Ray Pugel	D (by T. Martin)	A (6/7/11)	6 yrs (2/16/99-2/16/05: resigned 11/3/05)	06/07/11-06/07/17	6
Mickie Nye	D (by S. Dawson)	B (12/20/11)	Mitchell Holder	12/20/11-05/14/13	1 year, 5 months

Appointment Designation Definitions:

- A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appoint.
- B) Supervisor Appointment: Member unrestricted by district.
- C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E) Alternate Members: As defined by individual committee criteria.

**ARF-971**

**Consent Agenda Item 4- H**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

**Submitted For:** Lani Hall **Submitted By:** Linda Rodriguez, Administrative Manager, County Manager

**Department:** County Manager

**Presenter's Name:**

---

Information

Request/Subject

Approval of a request for a waiver of fees by Lani Hall to use the Fairgrounds' Exhibit Hall or other areas at the Fairgrounds for 2012 4-H activities.

Background Information

The U of A Cooperative Extension Office has, for many years, provided a variety of 4-H Programs to the youth of southern Gila County. In the past, the Board of Supervisors has authorized this waiver of fees for all 4-H activities because there is no funding available to pay facility rental fees for the 4-H organization to use the rodeo arena, barn, and exhibit hall, and other Fairgrounds areas.

There is no conflict with scheduled events and arrangements for any additional or canceled events will be coordinated through Linda Rodriguez, Administrative Manager, in order to avoid double booking of events. An insurance certificate has been submitted for all 4-H activities up through March 1, 2014.

Evaluation

The use of the Fairgrounds facility will give the southern Gila County 4-H Program a place for the youth of our community to emerge as leaders through hands-on learning and adult mentorship.

Conclusion

This waiver of fees would greatly assist the U of A Cooperative Extension Office financially so that the youth could continue to receive 4-H program services in southern Gila County.

Recommendation

The recommendation is to approve the waiver of fees for the use of the Fairgrounds for all 4-H activities in 2012.

Suggested Motion

Approval of a request for a waiver of fees submitted by Lani Hall, on behalf of the U of A Gila County Cooperative Extension Office - 4-H Program, for the use of the Fairgrounds' Exhibit Hall and/or other areas at the Fairgrounds for all Gila County 4-H activities in 2012.

---

Attachments

4-H F.G. Application

4-H Waiver Request



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:		U of A, Gila County Cooperative Extension					
Address of Individual or Organization:		PO Box 2844, Payson, AZ 85547					
Function to be Held:		2012 4-H Events					
Contact Person for Event:		Lani Hall / Lisa Foster					
Telephone No.:		928-595-0655 / 928-425-7971 ext 31					
Date(s) Requested:		see attached	thru	see attached			
Time of Event:		see attached	to	see attached			
Estimate How Many People Will Attend Event:		varies due to event - 20-100					
Liquor License No. and Sold by (Name):						Served only?	
Will this event be public or private?		X	Public		Private		
If public, would you like this event listed on the Gila County Fairgrounds webpage?			Yes	X	No		
Information to be posted on webpage:		Is there an entrance fee?		Yes	X	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

<input checked="" type="checkbox"/>	<u>Exhibit Hall</u> : The building is 60' x 120' (7200 sq ft) including kitchen and restrooms. Capacity is 480 people.
-------------------------------------	--

Total Fee:

First Day of Event - \$350.00		
Each Additional Day of Event - \$250.00	Days	
( <b>\$50.00 of cleaning deposit is non-refundable</b> ) Cleaning Deposit \$150.00		
Key Deposit - \$25.00		

<input type="checkbox"/>	<u>Commercial Building</u> : 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.

<input type="checkbox"/>	<u>ATV Grounds</u>
--------------------------	--------------------

\$75.00 per day; \$300.00 per week (5 days)		
	Days	

<input checked="" type="checkbox"/>	<u>Rodeo Arena</u>
-------------------------------------	--------------------

First Day of Event - \$1,200.00 + set up charges		
\$ 150.00 for each additional day	Days	
\$25.00 per hour for lights	Hours	

<input type="checkbox"/>	<u>Grandstand Area</u>
--------------------------	------------------------

First Day of Event - \$500.00		
\$150.00 each additional day	Days	

<input type="checkbox"/>	Livestock Shed A (60 x 120)	\$150.00 per day		
<input type="checkbox"/>	Livestock Shed B (80 x 120)	\$150.00 per day		
<input type="checkbox"/>	Livestock Shed C (30 x 120)	\$150.00 per day		
<input type="checkbox"/>	Horse Stall(s)	\$10.00 Each per day	EA	
<input type="checkbox"/>	Car Track/Motor Cross	\$150.00 per day		
<input type="checkbox"/>	Other Areas at Fairgrounds	\$150.00 per day		

**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. *See Attached Addendum*
7. No tape of any kind, nails, thumb tacks, or pins will be allowed on the walls for decorating.
8. All requests to waive rent for the Fairgrounds' facilities are forwarded to and approved by the Board of Supervisors. The event contact will be notified by mail of waiver status.
9. **The event contact person should communicate with Scott Marcanti at least ten (10) working days before the event to review facility setup.**
10. If you received this application by mail or download from the internet (www.gilacountyaz.gov), please mail the completed document with original signature to:

**Linda Rodriguez  
Administrative Manager  
1400 E. Ash St.  
Globe, AZ 85501**

Events may be scheduled up to two (2) years in advance. The Fairgrounds' Master Calendar is maintained and coordinated by **Linda Rodriguez**. Call 928-402-4344 to request the availability of specific dates and times.

11. Gila County reserves the right to unilaterally cancel a reservation for the Fairgrounds' facility due to unforeseen circumstances, such as damages from natural or man-made causes. A full refund will be issued to the reserving party if another suitable Fairgrounds' facility cannot be substituted.
12. The Fairgrounds Foreman will have the right to review concurrently scheduled events for appropriateness, compatibility and safety. Alternate event dates will be offered to all requesters if criteria cannot be satisfied.
13. Rental rates for Fairgrounds' facilities shall be based on the Fairgrounds' Rate Schedule in effect on the date the approval is given by the Board of Supervisors.

**The attached Addendum is hereby  
Incorporated into this agreement.**

I have read and understand this application:

Applicant Signature: <i>Ernette C. Leslie</i>	Ernette C. Leslie Contracts Administrator
Date: <i>12/2/11</i>	
<i>(Do not write below this line)</i>	

E.M./F.G. Checklist:			
Conflict with dates:		Rental Fees:	
		Security:	Insurance:
	<b>Approved:</b>		<b>Disapproved:</b>
Signature: <i>[Signature]</i>	Fairgrounds Personnel Signature		<i>12/13/11</i> Date
Signature:	Chairman Gila County Board of Supervisors		Date

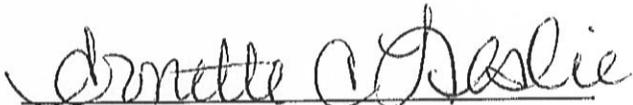
**ADDENDUM**

The following terms are added to and form a part of the attached Contract:

1. **NON-DISCRIMINATION** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.
2. **CONFLICT OF INTEREST** The Arizona Board of Regents may, within three years after its execution, cancel this Contract without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract while the Contract or any extension hereof is in effect.
3. **INSURANCE** The parties recognize that the Arizona Board of Regents participates in the Arizona State Risk Management Program. Any liability of the State of Arizona resulting from any negligence of its employees shall be governed by Arizona's self-insurance statute A.R.S. § 41-621.

ARIZONA BOARD OF REGENTS ON BEHALF  
OF THE UNIVERSITY OF ARIZONA

GILA COUNTY BOARD OF SUPERVISORS



Ernette C. Leslie  
Contracts Administrator

Date 12/2/11

\_\_\_\_\_  
Authorized Signature

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

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

Date \_\_\_\_\_



Gila County



THE UNIVERSITY OF ARIZONA • COLLEGE OF AGRICULTURE AND LIFE SCIENCES

November 16, 2011

Gila County Board of Supervisors  
1400 E. Ash Street  
Globe, Arizona 85501

Re: Gila County Fairgrounds Application for 2012

This is a fee waiver request for all 4-H activities to be held at the Fairgrounds in 2012. No fees are paid by the participants so funding is not available to pay facility rental fees. More importantly this is an educational experience that prepares Gila County youth to be better citizens in the future.

Arrangements for scheduled events will be coordinated through Linda Rodriguez. The University of Arizona Gila County Cooperative Extension 4-H Program deeply appreciates the availability of this facility and your willingness to allow Gila County youth to use it.

Thank you for your consideration of this request. If you have any questions please feel free to contact me at (928) 595-0655.

Sincerely,

Lani L. Hall, MAed.  
4-H Youth Development Agent



**ARF-1000**

**4- I**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

**Reporting Period:** Payson Regional Constable's Office Monthly Report for November 2011

**Submitted For:** Colt White

**Submitted By:** Yvonne  
House,  
Administrative  
Clerk Senior,  
Constable -  
Payson

---

**Information**

**Subject**

Payson Regional Constable's Office Monthly Report for November 2011

**Suggested Motion**

Approval of the November 2011 monthly departmental activity report submitted by the Payson Regional Constable's Office.

---

**Attachments**

Payson Regional Constable's Office Monthly Report November 2011



**PAYSON REGIONAL CONSTABLE  
COLT WHITE**

**NOVEMBER 2011  
MONTHLY REPORT**

**TABLE OF CONTENTS**

MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

SERVICE SUMMARY REPORT

LOG OF FEES

LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT



**PAYSON REGIONAL CONSTABLE  
COLT WHITE**

December 1<sup>st</sup>, 2011

Gila County Board of Supervisors  
Gila County Courthouse  
1400 East Ash Street  
Globe, Arizona 85501

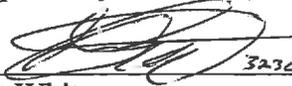
**PAYSON REGIONAL CONSTABLE'S MONTHLY ACTIVITY LETTER**

For the month of **November, 2011**, the Payson Constable's Office:

- ◆ Received a total of **148** papers for service
- ◆ Drove a total of **2,183** miles
- ◆ Collected a total of **\$2,018.40** as follows:

Check Total =	\$1,588.40
Cash Total =	<u>430.00</u>
Total Deposited =	\$2,018.40
Less Writ Fee (4 @ \$5.00/each) Collected= (Check #2279/Treasurer's Receipt #98325)	<u>(\$ 20.00)</u>
Refund to CPM Corp. overpayment Ck#2278	<u>(\$ 10.00)</u>
Paid to General Fund = (Check #2280/Treasurer's Receipt #98326)	\$1,988.40
 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>\$2,863.40</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>			
<b>NOVEMBER</b>	182	1,867	\$3,554.60	<b>NOVEMBER</b>	148	2,183	\$2,018.40
<b>COMPARISON TOTAL</b>	941	9,756	\$15,694.50	<b>COMPARISON TOTAL</b>	823	8,833	\$11,998.33
				<b>Difference</b>	-118	-923	-\$3,696.17
<b>DECEMBER</b>	206	2,258	\$2,770.85	<b>DECEMBER</b>			
<b>2011</b>				<b>2012</b>			
<b>JANUARY</b>	194	1,885	\$3,337.42	<b>JANUARY</b>			
<b>FEBRUARY</b>	183	1,519	\$3,123.40	<b>FEBRUARY</b>			
<b>MARCH</b>	218	2,000	\$5,122.25	<b>MARCH</b>			
<b>APRIL</b>	132	1,657	\$2,784.76	<b>APRIL</b>			
<b>MAY</b>	153	1,681	\$2,984.40	<b>MAY</b>			
<b>JUNE</b>	159	1,634	\$2,697.00	<b>JUNE</b>			
<b>JULY</b>	227	1,574	\$3,866.70	<b>JULY</b>	133	1,193	\$2,708.00
<b>AUGUST</b>	175	1,938	\$3,062.90	<b>AUGUST</b>	159	1,886	\$2,193.28
<b>SEPTEMBER</b>	150	2,010	\$2,702.90	<b>SEPTEMBER</b>	217	1,805	\$2,410.45
<b>OCTOBER</b>	207	2,367	\$2,507.40	<b>OCTOBER</b>	166	1,766	\$2,668.20
<b>YEAR TOTAL:</b>	2,186	22,390	\$38,514.58	<b>YEAR TOTAL:</b>	823	8,833	\$11,998.33

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				MONTH	2011
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
11/2/2011	#748410	\$40.00	2011CV723IH	Root, Sheri	Bilyk, Chris
11/2/2011	#10112	\$56.00	CV2007189	Barr, William (Best Messenger Services)	Gruma Corp.
11/2/2011	#5162	\$69.00	2009CV904OV	HPSC, Inc. (Lawgistic)	Patterson, Timothy A.
11/3/2011	#11848	\$50.00	CV2011014221	New Century Inc. (CPM Corp)	Caplan, Patricia
11/4/2011	#748411	\$56.00	DO20090705	Ryan, Ashley	Ryan, Sarah
11/4/2011	#2251	\$64.00	2011CV691UN	CACH LLC (Neuheisel Law Firm)	Morris, Tyson L.
11/7/2011	#2243294790	\$64.00	2011CV658UN	Capital One Bank (Lawgistic)	Murray, Angela & "J. Doe"
11/7/2011	#2243294790	\$64.00	2011CV651OV	Capital One Bank (Lawgistic)	Skidmore, Kenneth & "J. Doe"
11/7/2011	#2243294790	\$64.00	2011CV659UN	Capital One Bank (Lawgistic)	Branch, Orson & "J. Doe"
11/8/2011	#748412/2759	\$69.00	2010CV704SC	Steven Booth DDS	Charleston-Noriega, Nora
11/8/2011	#748412/2759	\$69.00	2011CV287SC	Steven Booth DDS	Richards, April
11/8/2011	#748413	\$40.00	2011CV735IH	Romero-Fink, Lidia	Gallegos, Tola
11/9/2011	#6539	\$46.00	N/A	Deutsche Bank National Trust (AAA Landlord)	Munoz, Edith Barragan
11/9/2011	#748414/2023	\$46.00	5DAY NOTICE	Borges Properties LLC	Michael, Kevin
11/10/2011	#27315	\$60.00	JD20831	State of AZ (Integrity)	Crosser, Julie
11/10/2011	#748415	\$40.00	DO20090705	Ryan, Ashley	Ryan, Sarah
11/14/2011	#1355	\$69.00	CV2009306	Discover Bank (JLL)	Geske, Scott & "J. Doe"
11/15/2011	#27339	\$64.00	CV2011098374	Moore, Margaret (Integrity)	Burlison, Jane & "John Doe"
11/15/2011	#748416	\$46.00	2011CV741FD	Sexton, Rick	Alexander, Adam & Alex
11/15/2011	#748417/2043	\$66.00	2011CV744FD	T&R Apts. LLC/Theresa Meeker	Samuels, Kim & Dean
11/16/2011	#127409	\$96.00	CV2007-0149	Torrio (Luz); (Sanders & Parks PC)	Abdo, et al.
11/16/2011	#11698	\$40.00	110918602	Zions 1st Natnl Bank (AZ Quick Serve)	Ashby, Jeffery Luke
11/16/2011	#27342	\$16.00	JD20831	State of AZ (Integrity)	Crosser, Julie
11/18/2011	#203028	\$77.00	2011CV702	Payson Apts. (Koglmeier Smith)	Ware, Steven C.
11/22/2011	#748419	\$66.00	2011CV761FD	Kienitz, JonniMae	Beasley, Darrell & Jake & any & all occupants
11/22/2011	#748420/3027	\$46.00	2011CV762FD	Cedar Grove	Weaver, Jay & Tina & any & all occupants
11/22/2011	#748421/16795	\$46.00	2011CV763FD	Aragaki, Daniel (Prudential)	Macary, April & Hedgpeth, Dillon
11/22/2011	#748422/10143	\$60.00	CV201100358	O'Donnell, Jodi (Walker & Harper)	Bibars, Gabrielle
11/23/2011	#6226	\$40.00	CC2011219151R	NorthGrove Homeowners Inc. (GSPS LLC)	Iacovetti, Laura



**PAYSON REGIONAL CONSTABLE**

Colt White  
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County  
(928) 474-3844



Date: 12/1/2011

Page: 1

**GENERAL CERTIFICATE of SERVICE  
SERVICE SUMMARY REPORT - by DATE SERVED**

11/1/2011 TO 11/30/2011

<b>Number of Cases</b>	<b>Description</b>
1	5 Day Notice To Pay Rent Or Quit (Fee)
1	Dependency Petition; Notice Of Hearing & Temporary Order (Fee)
1	Guardianship/Conservatorship Petition (Fee)
3	Injunction Against Harassment (Fee Waived By Ct) (Fee)
3	Injunction Against Harassment (Fee)
1	Minute Entry (Fee)
1	Notice Requiring Delivery Of Possession Of Premises (Fee)
1	Petition For Dissolution Of Marriage w/o Minor Children (Divorce) (Fee)
1	Petition For Modification Of Parenting Time; Order To Appear (Fee)
2	Subpoena (Fee)
1	Subpoena Duces Tecum; Notice Of Deposition (Fee)
4	Summons & Complaint (Fee)
5	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
7	Summons & Complaint-Forcible Detainer (Fee)
2	Writ Of Garnishment (Earnings) & Summons (Fee)

Date: 12/1/2011

Page: 2

**GENERAL CERTIFICATE of SERVICE  
SERVICE SUMMARY REPORT - by DATE SERVED**

11/1/2011 TO 11/30/2011

<b>Number of Cases</b>	<b>Description</b>
1	Writ Of Garnishment (Non-Earnings) & Summons (Fee)
1	Writ Of Restitution (Fee)
1	Amended Order of Protection
9	Notice To Appear; Petition
13	Order Of Protection
1	Order To Show Cause
72	Subpoena
1	Subpoena Trial Reset
2	Summons
13	Summons & Complaint
<hr/>	
<b>Total Number of Fee Services</b>	36
<b>Total Number of Non Fee Services</b>	112
<b>Total Number of Services</b>	148

**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**  
11/1/2011 TO 11/30/2011

Date: 12/1/2011

Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/2/2011	11/4/2011	CV2007189	William Barr	Edward N. Jones, C.P.A.	Edward N. Jones, C.P.A.	\$56.00	10112	Gila County Superior Court	0
		Subpoena Duces Tecum; Notice Of Deposition	Gruma Corporation	2116 N. Cold Springs Point Payson, AZ 85541	2116 N. Cold Springs Point Payson, AZ 85541	\$56.00			1
11/2/2011	11/2/2011	2011CV000723IH	Sheri Lynn Root	Christopher Lee Bilyk	Unserved	\$40.00	748410	Payson Regional Justice Court	0
		Injunction Against Harassment	Christopher Lee Bilyk	609 S.Beeline Highway, #13 Payson, AZ 85541		\$40.00			3
11/3/2011	11/7/2011	CV2011014221	New Century Inc.	Helen Louise Moss	Helen Louise Moss	\$40.00	11848	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Patricia Caplan	511 N. Woodhill Road Payson, AZ 85541	511 N. Woodhill Road Payson, AZ 85541	\$40.00			1
11/4/2011	11/4/2011	DO20090705	Ashley Greg Ryan	Sarah Michelle Ryan	Sarah Michelle Ryan	\$56.00	748411	Coconino County Superior Court	0
		Petition For Modification Of Parenting Time; Order To Appear	Sarah Michelle Ryan	1435 E. Eagletree Lane Payson, AZ 85541	60 Hillside Drive Star Valley, AZ 85541	\$56.00			1
11/4/2011	11/7/2011	2011CV691UN	CACH, LLC	Tyson L. Morris & "Jane Doe" Morris	Tyson L. Morris	\$62.40	2251	Payson Regional Justice Court	0
		Summons & Complaint	Tyson L. Morris & "Jane Doe" Morris	612 W. Johnson Boulevard Payson, AZ 85541	612 W. Johnson Boulevard Tonto Village, AZ 85541	\$62.40			1
11/4/2011	11/7/2011	2011CV691UN	CACH, LLC	Stephanie Morris	Stephanie Morris	\$24.00	2251	Payson Regional Justice Court	0
		Summons & Complaint	Tyson L. Morris & "Jane Doe" Morris	612 W. Johnson Boulevard Tonto Village, AZ 85541	612 W. Johnson Boulevard Tonto Village, AZ 85541	\$24.00			1
11/4/2011	11/5/2011	2011CV728IH	Taylor Whittington	Brittany Santo	Brittany Santo	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Brittany Santo	200 E. Malibu Drive Payson, AZ 85541	200 E. Malibu Drive, #B3 Payson, AZ 85541	\$0.00			1
11/4/2011	11/12/2011	2011CV727IH	Taylor Whittington	David Santo	David Santo	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	David Santo	701 E. Highway 260 Payson, AZ 85541	200 E. Malibu Drive, #B3 Payson, AZ 85541	\$0.00			1
11/8/2011	11/15/2011	2010CV704SC	Steven N. Booth, DDS, PC	Bonanza Square Dentistry, Eldon Jenkins , Garnishee	Bonanza Square Dentistry, Eldon Jenkins , Garnishee	\$69.00	748412/2759	Payson Regional Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Nora Noriega-Charleston	200 E. Frontier Street Payson, AZ 85541	200 E. Frontier Street Payson, AZ 85541	\$69.00			3

**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**

11/1/2011 TO 11/30/2011

Date: 12/1/2011

Page: 2

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/8/2011	11/9/2011	2011CV287SC	Steven N. Booth, DDS, PC	Rim Country Health & Retirement Community, , Garnishee	Rim Country Health, Nancy Shelton, Director of Human Resources	\$69.00	748412/2759	Payson Regional Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	April Richards	807 W. Longhom Road Payson, AZ 85541	807 W. Longhom Road Payson, AZ 85541	\$69.00			1
11/8/2011	11/8/2011	2011CV735IH	Lidia Romero-Fink	Tola Gallegos	Tola Gallegos	\$40.00	748413	Payson Regional Justice Court	0
		Injunction Against Harassment	Tola Gallegos	3696 E. Arizona Highway 260 #A11 Star Valley, AZ 85541	300 N. Beeline Highway Payson, AZ 85541	\$40.00			2
11/9/2011	11/9/2011	GC Parcel #: 304-19-169	Deutsche Bank National Trust Company, as Trustee for the Holders of Morgan Stanley ABS Capital I Inc.; Trust 2007-HE5	Edith Barragan Munoz	Edith Barragan Munoz	\$46.00	6539	N/A	0
		Notice Requiring Delivery Of Possession Of Premises	Edith Barragan Munoz	903 S. Manzanita Drive Payson, AZ 85541	903 S. Manzanita Drive Payson, AZ 85541	\$46.00			1
11/9/2011	11/9/2011	N/A	Borges Properties, LLC, Suzy Borges	Kevin Michael	Kevin Michael	\$46.00	748414/2023	N/A	0
		5 Day Notice To Pay Rent Or Quit	Kevin Michael	1006 W. Summit Payson, AZ 85541	1006 W. Summit Payson, AZ 85541	\$46.00			1
11/10/2011	11/10/2011	JD20831	State of Arizona	Julie Crosser	Julie Crosser	\$76.00	27315	Superior Court of Maricopa County	0
		Dependency Petition; Notice Of Hearing & Temporary Order	Julie Crosser	224 W. Windy Way Gisela, AZ 85541	224 W. Windy Way Gisela, AZ 85541	\$76.00			3
11/10/2011	11/15/2011	DO20090705	Ashley Greg Ryan	Payson Police Department, Detective M. Varga	Payson Police Department, Detective M. Varga	\$40.00	748415	Superior Court of Coconino County	0
		Subpoena	Sarah Michelle Ryan	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$40.00			2
11/14/2011	11/15/2011	CV2009306	Discover Bank	Wells Fargo Bank, N.A.	Wells Fargo , Lawrence Pughe, Manager	\$69.00	1355	Gila County Superior Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Scott A. Geske & "Jane Doe" Geske	115 E. Highway 260 Payson, AZ 85541-4926	115 E. Highway 260 Payson, AZ 85541	\$69.00			1
11/15/2011	11/15/2011	CV2011098384	Margaret Moore	Jane Burlison & "John Doe" Burlison	Jane Burlison	\$40.00	27339	Superior Court of Maricopa County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Jane Burlison & "John Doe" Burlison	424 Upper Round Valley Road Payson, AZ 85541	424 Upper Round Valley Road Payson, AZ 85541	\$40.00			2
11/15/2011	11/15/2011	CV2011098384	Margaret Moore	Robert Burlison	Jane Burlison	\$24.00	27339	Superior Court of Maricopa County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Robert Burlison	424 Upper Round Valley Road Payson, AZ 85541	424 Upper Round Valley Road Payson, AZ 85541	\$24.00			2
11/15/2011	11/16/2011	2011CV741FD	Rick Sexton	Adam & Alex Alexander	Unserved	\$46.00	748416	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Adam & Alex Alexander	109 E. McKamey #2 Payson, AZ 85541		\$46.00			1

**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**  
11/1/2011 TO 11/30/2011

Date: 12/1/2011  
Page: 3

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/15/2011	11/16/2011	2011CV744FD	T and R Apartments, LLC	Kim & Dean Samuels & any & all occupants	Dean Samuels	\$66.00	748417/2043	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Kim & Dean Samuels & any & all occupants	3680 Hall Lane #A PO Box 1418 Pine, AZ 85544	3270 N. SR 87 Pine, AZ 85544	\$66.00			2
11/16/2011	11/18/2011	CV2007-0149	Janie Torrio, Personal Rep. Francie P. Luz, estate of Joseph G. Abdo M.D., et al.	Mary Lauderdale-Sens, R.N.	Mary Lauderdale-Sens, R.N.	\$96.00	127409	Superior Court Gila County	0
		Subpoena	Joseph G. Abdo M.D., et al.	171 S. Starkey Lane Tonto Basin, AZ 85533	171 S. Starkey Lane Tonto Basin, AZ 85533	\$96.00			2
11/16/2011	11/18/2011	1109186602	Zions First National Bank	Jeffery Luke Ashby	Jeffery Luke Ashby	\$45.00	11698	State Of Utah, Salt Lake County; Third Judicial District	0
		Summons & Complaint	Jeffery Luke Ashby	1000 N. SR 87 #223 Payson, AZ 85541	300 N. Trailwood Payson, AZ 85541	\$45.00			1
11/18/2011	11/21/2011	2011CV702	Bosley Management of AZ, Inc. dba Payson Apartments	Steven C. Ware	Posted	\$77.00	203028	Payson Regional Justice Court	0
		Writ Of Restitution	Steven C. Ware	209 S. Ponderosa Street, Unit #28 Payson, AZ 85541	Left on stove top 209 S. Ponderosa Street, Unit #28 Payson, AZ 85541	\$77.00			2
11/22/2011	11/22/2011	2011CV761FD	Frederick & JonniMae Kienitz	Darrell & Kim Beasley & any & all occupants	Kim A. Beasley	\$66.00	748419	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Darrell & Kim Beasley & any & all occupants	3810 Anvil Road Pine, AZ 85544	3810 Anvil Road Pine, AZ 85544	\$66.00			1
11/22/2011	11/23/2011	2011CV762FD	Cedar Grove MHP, LLC	Jay Bryan and Tina Louise Weaver John and Jane Does I-X	Jay Bryan Weaver	\$46.00	748420/3027	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Jay Bryan and Tina Louise Weaver John and Jane Does I-X	703 E. Frontier Street, Unit 3 Payson, AZ 85541	703 E. Frontier Street, Unit 3 Payson, AZ 85541	\$46.00			1
11/22/2011	11/23/2011	2011CV763FD	Prudential Arizona Realty, c/o Daniel Aragaki	April Dawn Macary Dillon Lee Hedgpeth	Dillon Hedgpeth	\$46.00	748421/16795	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	April Dawn Macary Dillon Lee Hedgpeth	602 N. Blue Spruce Road Payson, AZ 85541	401 W. Highway 260 Payson, AZ 85541	\$46.00			1
11/22/2011	11/30/2011	CV201100358	Jodi O'Donnell	Gabrielle Bibars	Gabrielle Bibars	\$60.00	748422/10143	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Gabrielle Bibars	4266 Cypress Street Pine, AZ 85544	4266 Cypress Street Pine, AZ 85544	\$60.00			3
11/23/2011	11/29/2011	CC2011219151R	NorthGrove Homeowners Association, Inc	Laura Iacovetti	Laura Iacovetti	\$40.00	6226	East Mesa Justice Court	0
		Summons & Complaint	Laura Iacovetti	1426 N. Easy Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$40.00			3
11/23/2011	11/23/2011	GC201100204	Kimberly Renee Diaz	Teona Koutz	Teona Koutz	\$56.00	29233358	Superior Court of Pinal County	0
		Guardianship/Conservatorship Petition	Teona Koutz	905 S. McLane Road, #25 Payson, AZ 85541	905 S. McLane Road, #25 Payson, AZ 85541	\$56.00			2

**ITEMIZED SERVICES by DATE RECEIVED for TREASURER**

11/1/2011 TO 11/30/2011

Date: 12/1/2011

Page: 4

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/28/2011	11/28/2011	2011CV764-IH	Thea M. Jacquez	[REDACTED] minor c/o Brenda Mayer, foster parent	Albert Mayer	\$96.00	748423	Payson Regional Justice Court	0
		Injunction Against Harassment	[REDACTED] minor	391 CS Sycamore Lane Tonto Basin, AZ 85553	391 CS Sycamore Lane Tonto Basin, AZ 85553	\$96.00			1
11/28/2011	11/29/2011	CV2011-016974	Rebecca Karras	Chitwood Country Oak Cabinets, William Chitwood 350 N. Chitwood Lane Star Valley, AZ 85541	Chitwood Country Oak Cabinets, William Chitwood 350 N. Chitwood Lane Star Valley, AZ 85541	\$40.00 \$40.00	11402	Superior Court of Maricopa County	0 3
11/28/2011	11/29/2011	DO201100423	Cynthia Jane Arrington	Norman Duke Arrington	Norman Duke Arrington	\$78.00	1297	Superior Court Gila County	0
		Petition For Dissolution Of Marriage w/o Minor Children (Divorce)	Norman Duke Arrington	979 W. Beaver Flat Road Payson, AZ 85541	Javelina Road & Skunk Hollow Lane Payson, AZ 85541	\$78.00			4
11/29/2011	11/29/2011	2011CV768FD	Veteran's Helping Veterans	Danny Lee Bob Middleton	Danny Lee Bob Middleton	\$46.00	748425	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Danny Lee Bob Middleton	8173 N. Sepia Payson, AZ 85541	8173 N. Sepia Payson, AZ 85541	\$46.00			1
11/29/2011	11/29/2011	2011CV766FD	BKS Investments, LLC dba Country Meadows	Debbie Fickel	Posted-front door	\$46.00	748426/1198	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Debbie Fickel	8095 W. Baranca Road Mesa Del Payson, AZ 85541	8095 W. Baranca Road Payson, AZ 85541	\$46.00			1
11/29/2011	11/30/2011	2011CV779IH	Heather Nicholas	Garrett Lanyi	Garrett Lanyi	\$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Garrett Lanyi	908 W. Summit Payson, AZ 85541	300 W. Bonita Street, #10 Payson, AZ 85541	\$0.00			3

**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**  
11/1/2011 TO 11/30/2011

Date: 12/1/2011

Page: 1

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/1/2011	11/1/2011	2011CV722OP Order Of Protection	Mirasol Nava Jose Guadalupe Lopez	Jose Guadalupe Lopez 402 S. Colcord Road Payson, AZ 85541	Jose Guadalupe Lopez 402 S. Colcord Road Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
11/3/2011	11/4/2011	2011TR002701 Subpoena	State of Arizona Wade Accomazzo	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
11/3/2011	11/4/2011	2011CR12208 Subpoena	State of Arizona Eric David Gregg	Payson Police Department, Ofc. B. Hoffman 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
11/3/2011	11/4/2011	2011CR12208 Subpoena	State of Arizona Eric David Gregg	Donna Gail Harris 1901 N. McLane Road Payson, AZ 85541	Unserved	\$0.00 \$0.00		Payson Magistrate Court	0 3
11/3/2011	11/4/2011	2011CR12208 Subpoena	State of Arizona Eric David Gregg	Christopher Owen Orms 331 W. Roundup Road Payson, AZ 85541	Christopher Owen Orms 331 W. Roundup Road Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 6
11/3/2011	11/4/2011	2011CR12208 Subpoena	State of Arizona Eric David Gregg	Katie Lynn Elder 704 E. Bobb Street Payson, AZ 85541	Katie Lynn Elder 704 E. Bobb Street Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
11/3/2011	11/4/2011	2011CR12208 Subpoena	State of Arizona Eric David Gregg	Sean Michael Austin 704 E. Bobb Street Payson, AZ 85541	Sean Michael Austin 704 E. Bobb Street Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
11/3/2011	11/4/2011	2011CR12208 Subpoena	State of Arizona Eric David Gregg	Shawn Michael Gonzales 704 E. Bobb Street Payson, AZ 85541	Shawn Michael Gonzales 704 E. Bobb Street Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
11/3/2011	11/7/2011	2011TR2011 & 2687 Subpoena	State of Arizona Dixie Lee Kevek	Tonto Apache Tribal Police, Ofc. W. Burdette TAR, Highway 87 Payson, AZ 85541	TAR Clipboard TAR, Highway 87 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
11/3/2011	11/7/2011	2011TR2011 & 2687 Subpoena	State of Arizona Dixie Lee Kevek	Mazatzal Hotel Casino Security, Chris Pacino Mazatzal Hotel Casino Security Payson, AZ 85541	Mazatzal Hotel Casino Security, Chris Pacino Mazatzal Hotel Casino Security Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1

**ITEMIZED SERVICES by DATE RECEIVED**

11/1/2011 TO 11/30/2011

Date: 12/1/2011

Page: 2

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/3/2011	11/7/2011	2011TR2011 & 2687	State of Arizona	Tonto Apache Tribal Police/K-9, Officer C. Garcia	Tonto Apache Tribal Police/K-9, Officer C. Garcia	\$0.00		Payson Regional Justice Court	0
		Subpoena	Dixie Lee Kevek	Tonto Apache Tribal Police Payson, AZ 85541	Tonto Apache Tribal Police Payson, AZ 85541	\$0.00			1
11/3/2011	11/7/2011	2011TR2011 & 2687	State of Arizona	Karalyne Elston	Karalyne Elston	\$0.00		Payson Regional Justice Court	0
		Subpoena	Dixie Lee Kevek	Payson Regional Medical Center 807 S Ponderosa Street Payson, AZ 85541	1405 N. Pettel Lane Payson, AZ 85541	\$0.00			2
11/4/2011	11/4/2011	11P4415313	Holly S. Carter	Theresa McCarville	Theresa McCarville	\$0.00		Phoenix Municipal Court	0
		Amended Order of Protection	Theresa McCarville	258 Saddleback Road Tonto Basin, AZ 85553	258 Saddleback Road Tonto Basin, AZ 85553	\$0.00			1
11/4/2011	11/4/2011	2011CV726OP	Julie Hill	Raymond Goldberg	Raymond Goldberg	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Raymond Goldberg	535 Thiele Lane #10 Oxbow Estates Payson, AZ 85541	535 Thiele Lane #10 Oxbow Estates Payson, AZ 85541	\$0.00			1
11/7/2011	11/7/2011	2011CV729OP	Norma Austin	Martin Contreas, Jr.	Martin Contreas, Jr.	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Martin Contreas, Jr.	407 W. St. Moritz Drive Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
11/8/2011	11/8/2011	2011CV730OP	Denis Scully	Tami Scully	Tami Scully	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Tami Scully	800 W. Airport Road Payson, AZ 85541	MP 251 SR 87 Mazatzal Casino Parking Lot Payson, AZ 85541	\$0.00			1
11/8/2011	11/10/2011	2009CR12917	State of Arizona	Candace Conte	Candace Conte	\$0.00		Payson Regional Justice Court	0
		Subpoena	Richard Madison Burt	Payson Regional Medical Center-Laboratory 807 S. Ponderosa Street Payson, AZ 85541	Payson Regional Medical Center-Laboratory 807 S. Ponderosa Street Payson, AZ 85541	\$0.00			2
11/8/2011	11/9/2011	2011CV732OP	Edson Garey	Veronica Nicole Cotto	Veronica Nicole Cotto	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Veronica Nicole Cotto	1101 W. Birchwood Road Payson, AZ 85541	1101 W. Birchwood Road Payson, AZ 85541	\$0.00			3
11/8/2011	11/9/2011	2011CV733OP	Edson Garey	Amanda Jean Howard	Amanda Jean Howard	\$0.00		Payson Regional Justice Court	0
		Order Of Protection	Amanda Jean Howard	1101 W. Birchwood Road Payson, AZ 85541	1101 W. Birchwood Road Payson, AZ 85541	\$0.00			4
11/9/2011	11/15/2011	DO201100415	Laci Franks	Patrick Franks	Unserved	\$0.00		Gila County Superior Court	0
		Order Of Protection	Patrick Franks	307 E. Bonita, Unit A Payson, AZ 85541		\$0.00			2
11/10/2011	11/10/2011	2011CR000559	State of Arizona	Rusty Lee Brooner	Rusty Lee Brooner	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Rusty Lee Brooner	209 S. Ponderosa Street, #13 Payson, AZ 85541	209 S. Ponderosa Street, #13 Payson, AZ 85541	\$0.00			1
11/10/2011	11/10/2011	2011CR000560	State of Arizona	Casey Casto	Casey Casto	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Casey Casto	811 E. Lone Pine Circle Payson, AZ 85541	811 E. Lone Pine Circle Payson, AZ 85541	\$0.00			1
11/10/2011	11/10/2011	2011CR562	State of Arizona	Christopher Owen Orms	Christopher Owen Orms	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Christopher Owen Orms	331 W. Roundup Road Payson, AZ 85541	331 W. Roundup Road Payson, AZ 85541	\$0.00			1
11/10/2011	11/14/2011	2011TR3080	State of Arizona	Mark Joseph Alexander	Mark Joseph Alexander	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Mark Joseph Alexander	4576 W. Bear Flats Drive Bear Flats, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			5

**ITEMIZED SERVICES by DATE RECEIVED**

11/1/2011 TO 11/30/2011

Date: 12/1/2011

Page: 3

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/10/2011	11/10/2011	2011TR3078	State of Arizona	Sierra Lynn Maiterth	Donna Rhoda	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Sierra Lynn Maiterth	303 E. Cherry Street Payson, AZ 85541	303 E. Cherry Street Payson, AZ 85541	\$0.00			1
11/10/2011	11/16/2011	2011TR3077	State of Arizona	Ashley Massamillo	Charyree Massamillo	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Ashley Massamillo	508 W. Laredo Payson, AZ 85541	105 N McLane Rd ,	\$0.00			4
11/10/2011	11/17/2011	2011CR557	State of Arizona	Zachary Ogwynn	Zachary Ogwynn	\$0.00		Payson Regional Justice Court	0
		Summons & Complaint	Zachary Ogwynn	16557 SR 87 Rye RV Park Space 5 Rye, AZ 85541	16557 SR 87 Rye RV Park Space 5 Rye, AZ 85541	\$0.00			3
11/10/2011	11/14/2011	CR2010636	State of Arizona	Gila County Probation Department, Mark Joerns	Gila County Probation Department, Mark Joerns	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	714 S. Beeline Highway Payson, AZ 85541	714 S. Beeline Highway Payson, AZ 85541	\$0.00			1
11/10/2011	11/15/2011	CR2010636	State of Arizona	minor c/o Jay Wilkins, parent	Jay Wilkins	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	300 N. Lakeshore Payson, AZ 85541	300 N. Lakeshore Payson, AZ 85541	\$0.00			1
11/10/2011	11/15/2011	CR2010636	State of Arizona	Jesse Ray Belcher	Jesse Ray Belcher	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	7611 N. Banada Mesa del Caballo Payson, AZ 85541	170 S Oldhams Ln Payson, AZ 85541	\$0.00			1
11/10/2011	11/23/2011	CR2010636	State of Arizona	Chasing A Dream Outfitters, Jeremy Ulmer	Chasing A Dream Outfitters, Jeremy Ulmer	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	612 S. Beeline Highway Payson, AZ 85541	FS 193 Payson, AZ 85541	\$0.00			5
11/10/2011	11/16/2011	CR2010636	State of Arizona	Matt Bullard	Unserved	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	161 Midway (Wonder Valley) Payson, AZ 85541		\$0.00			1
11/10/2011	11/14/2011	CR2010636	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	\$0.00		Gila County Superior Court	0
		Subpoena	Luis Carlos Dorame-Ruiz	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
11/14/2011	11/23/2011	2011CR462	State of Arizona	Kylee Kathleen Maksymowski	Kylee Kathleen Maksymowski	\$0.00		Payson Regional Justice Court	0
		Subpoena	Jerry Michael Morris	300 W. Frontier Street, #11 Payson, AZ 85541	300 W. Frontier Street, #11 Payson, AZ 85541	\$0.00			6
11/14/2011	11/15/2011	2011CR462	State of Arizona	GCSO, Deputy R. Vaughn	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Jerry Michael Morris	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
11/15/2011	11/16/2011	JV201100129 Petition 2011-1	State of Arizona	minor c/o Crystal R. Welch, mother	Crystal Ranae Welch	\$0.00		Superior Court Gila County	0
		Notice To Appear; Petition	minor	Green Valley Apartments, #12 905 S. McLane Payson, AZ 85541	Green Valley Apartments 905 S. McLane, #12 Payson, AZ 85541	\$0.00			1
11/15/2011	11/16/2011	JV2011-00130 Petition 2011-1	State of Arizona	minor c/o Carletta P. Ernst, mother	Russell J. Ernst	\$0.00		Superior Court Gila County	0
		Notice To Appear; Petition	minor	1107 N. Colcord Road Payson, AZ 85541	1107 N. Colcord Road Payson, AZ 85541	\$0.00			2

**ITEMIZED SERVICES by DATE RECEIVED**

11/1/2011 TO 11/30/2011

Date: 12/1/2011

Page: 4

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/15/2011	11/21/2011	JV2010-043 Petition 2011-2	State of Arizona	minor c/o Alutha Skidmore, mother 105 E. Main Street, #102 Payson, AZ 85541	Alutha Skidmore 105 E. Main Street, #102 Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 5
11/15/2011	11/18/2011	JV2011-128 Petition 2011-1 & 2	State of Arizona	minor c/o Dani Anesin, mother 3435 Lakeview Dr. Pine, AZ 85544	Dani Jo Anesin 3435 Lakeview Dr. Pine, AZ 85544	\$0.00 \$0.00		Superior Court Gila County	0 1
11/15/2011	11/16/2011	JV2004-031 Petition 2011-2	State of Arizona	minor c/o Jeannie Price, mother 1012 W. Saddle Lane Payson, AZ 85541	Jeannie Price 1012 W. Saddle Lane Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 2
11/15/2011	11/16/2011	2011CR12258 Subpoena	State of Arizona John Wesley Browning	PPD, Officer McDonough 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
11/15/2011	11/21/2011	2011CR12258 Subpoena	State of Arizona John Wesley Browning	Chelsea Anne Browning Hale 905 S. McLane Road, #17 Payson, AZ 85541	Chelsea Anne Browning Hale 309 E. Phoenix Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 4
11/15/2011	11/15/2011	2011CV742OP Order Of Protection	Tyler Goodman Sharon Rose Weston	Sharon Rose Weston 803 W. Longhorn Road, #4 Payson, AZ 85541	Sharon Rose Weston 803 W. Longhorn Road, #4 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 2
11/15/2011	11/15/2011	2011CV748OP Order Of Protection	Paula Vanbuskirk Ashley VanBuskirk	Ashley VanBuskirk 303 S Ash St #5 Payson, AZ 85541	Ashley VanBuskirk 303 S Ash St #5 Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
11/16/2011	11/17/2011	CR2011-0522 Summons	State of Arizona Randy Alan Zimmer, Sr.	Randy Alan Zimmer, Sr. 6526 Randall Place Pine, AZ 85544	Randy Alan Zimmer, Sr. 108 W. Main Street Payson, AZ 85541	\$0.00 \$0.00		Superior Court Gila County	0 5
11/17/2011	11/18/2011	2011CR12342 Subpoena	State of Arizona Robert Joseph Blanco, Jr.	Payson Police Department, Ofc. J. Deaton 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
11/17/2011	11/18/2011	2011CR12342 Subpoena	State of Arizona Robert Joseph Blanco, Jr.	PPD, Officer McDonough 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
11/17/2011	11/18/2011	2011CR12197 Subpoena	State of Arizona Charles Adams Caler	Payson Police Department, Ofc. J. Davies 303 N. Beeline Highway Payson, AZ 85541	PPD Dispatch 303 N. Beeline Highway Payson, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
11/17/2011	11/18/2011	2011CR12369 Subpoena	State of Arizona Wesley Ian White	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
11/17/2011	11/18/2011	2011CR12383 Subpoena	State of Arizona Joshua Bruce Johnson	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

**ITEMIZED SERVICES by DATE RECEIVED**

11/1/2011 TO 11/30/2011

Date: 12/1/2011

Page: 5

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/17/2011	11/18/2011	2011CR12383	State of Arizona	Payson Police Department, D. Yarbrough, 911 Dispatcher	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Joshua Bruce Johnson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
11/17/2011	11/18/2011	2011CR12197	State of Arizona	Shawn Fredrick Conner	Shawn Fredrick Conner	\$0.00		Payson Magistrate Court	0
		Subpoena	Charles Adams Caler	Mountain Shadows Mobile Home Park 609 S. Colcord Road, #41 Payson, AZ 85541	Mountain Shadows Mobile Home Park 609 S. Colcord Road, #41 Payson, AZ 85541	\$0.00			1
11/17/2011	11/21/2011	2011CR12197	State of Arizona	Mona Lisa Carpenter	Mona Lisa Carpenter	\$0.00		Payson Magistrate Court	0
		Subpoena	Charles Adams Caler	609 S. Colcord Road, #26 Payson, AZ 85541	1304 N. Beeline Highway, #54 Payson, AZ 85541	\$0.00			6
11/17/2011	11/18/2011	2011CR12369	State of Arizona	minor	Roberta Joyce White	\$0.00		Payson Magistrate Court	0
		Subpoena	Wesley Ian White	c/o Mark White & Roberta White, parents 1304 N. Beeline Highway, #44 Payson, AZ 85541	1304 N. Beeline Highway, #44 Payson, AZ 85541	\$0.00			1
11/17/2011	11/18/2011	2011CR12383	State of Arizona	Robert Bruce Johnson	Robert Bruce Johnson	\$0.00		Payson Magistrate Court	0
		Subpoena	Joshua Bruce Johnson	216 N. Parkwood Road Payson, AZ 85541	216 N. Parkwood Road Payson, AZ 85541	\$0.00			2
11/17/2011	11/21/2011	2011CR12383	State of Arizona	Guy Parent	Guy Parent	\$0.00		Payson Magistrate Court	0
		Subpoena	Joshua Bruce Johnson	217 N. Parkwood Road Payson, AZ 85541	217 N. Parkwood Road Payson, AZ 85541	\$0.00			3
11/17/2011	11/18/2011	2011CR12383	State of Arizona	Kali Espree Johnson	Kali Espree Johnson	\$0.00		Payson Magistrate Court	0
		Subpoena	Joshua Bruce Johnson	216 N. Parkwood Road Payson, AZ 85541	216 N. Parkwood Road Payson, AZ 85541	\$0.00			1
11/17/2011	11/18/2011	2011CR12369	State of Arizona	Roberta Joyce White	Roberta Joyce White	\$0.00		Payson Magistrate Court	0
		Subpoena	Wesley Ian White	1304 N. Beeline Highway, #44 Payson, AZ 85541	1304 N. Beeline Highway, #44 Payson, AZ 85541	\$0.00			1
11/17/2011	11/18/2011	JV2011131	State of Arizona	minor c/o Yvonne Acheson, grandmother	Yvonne Acheson	\$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	minor	403 E. Wade Lane Payson, AZ 85541	403 E. Wade Lane Payson, AZ 85541	\$0.00			1
11/17/2011	11/21/2011	2011CR381	State of Arizona	Jack Day	Jack Day	\$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	Reno Creek RV Park #30 Punkin Center, Tonto Basin, AZ 85553	Reno Creek RV Park #30 Punkin Center, Tonto Basin, AZ 85553	\$0.00			1
11/17/2011	11/21/2011	2011CR547	State of Arizona	Jack Day	Jack Day	\$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	Reno Creek RV Park #30 Punkin Center, Tonto Basin, AZ 85553	Reno Creek RV Park #30 Punkin Center, Tonto Basin, AZ 85553	\$0.00			1
11/17/2011	11/21/2011	2011CR526	State of Arizona	Leora Day	Leora Day	\$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	Reno Creek RV Park 200 S. Old Highway 188 Space, #30 Punkin Center, Tonto Basin, AZ 85553	Reno Creek RV Park 200 S. Old Highway 188 Space, #30 Punkin Center, Tonto Basin, AZ 85553	\$0.00			1
11/17/2011	11/21/2011	2011CR547	State of Arizona	Leora Day	Leora Day	\$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	Reno Creek RV Park 200 S. Old Highway 188 Space, #30 Punkin Center, Tonto Basin, AZ 85553	Reno Creek RV Park 200 S. Old Highway 188 Space, #30 Punkin Center, Tonto Basin, AZ 85553	\$0.00			1

**ITEMIZED SERVICES by DATE RECEIVED**

11/1/2011 TO 11/30/2011

Date: 12/1/2011

Page: 6

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/17/2011	11/21/2011	2011CR547 Subpoena	State of Arizona	Sandra H. Fendler	Sandra H. Fendler	\$0.00		Payson Regional Justice Court	0
			Fremont (Monte) McCoy Robertson	264 N. Sleepy Hollow Drive Payson, AZ 85541	264 N. Sleepy Hollow Drive Payson, AZ 85541	\$0.00	1		
11/17/2011	11/18/2011	2011CR547 Subpoena	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
			Fremont (Monte) McCoy Robertson	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00	1		
11/17/2011	11/18/2011	2011CR526 Subpoena	State of Arizona	GCSO, Deputy R. Vaughn	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
			Fremont (Monte) McCoy Robertson	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00	1		
11/17/2011	11/18/2011	2011CR526 Subpoena	State of Arizona	Colt White, Constable	Colt White, Constable	\$0.00		Payson Regional Justice Court	0
			Fremont (Monte) McCoy Robertson	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00	1		
11/17/2011	11/18/2011	2011CR526 Subpoena	State of Arizona	GCSO, Jacob Delecki	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
			Fremont (Monte) McCoy Robertson	801 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00	1		
11/17/2011	11/18/2011	2011CR547 Subpoena	State of Arizona	Colt White, Constable	Colt White, Constable	\$0.00		Payson Regional Justice Court	0
			Fremont (Monte) McCoy Robertson	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00	1		
11/21/2011	11/21/2011	2011CV756OP Order Of Protection	Heather Nicholas	Nicholas Larsen	Nicholas Larsen	\$0.00		Payson Regional Justice Court	0
			Nicholas Larsen	105 E. Main Street, #206 Payson, AZ 85541	105 E. Main Street, #206 Payson, AZ 85541	\$0.00	1		
11/21/2011	11/22/2011	2011CR12348 Subpoena	State of Arizona	Payson Police Department, Ofc. J. Deaton	PPD Dispatch	\$0.00		Payson Magistrate Court	0
			Justin Anthony Shuman	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00	1		
11/21/2011	11/22/2011	2011CR12348 Subpoena	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Dispatch	\$0.00		Payson Magistrate Court	0
			Justin Anthony Shuman	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00	1		
11/21/2011	11/22/2011	2011CR12348 Subpoena	State of Arizona	minor c/o Brooke Varga, mother	Brooke Varga	\$0.00		Payson Magistrate Court	0
			Justin Anthony Shuman	1309 N. Easy Street Payson, AZ 85541	101 E. Highway 260 Suite B Payson, AZ 85541	\$0.00	2		
11/21/2011	11/22/2011	JV2011094 Petition 2011-1 Notice To Appear; Petition	State of Arizona	minor c/o Brenda & Albert Mayer, parents	Albert Mayer	\$0.00		Juvenile Court Gila County	0
			minor	391 N. Sycamore Lane Tonto Basin, AZ 85553	391 CS Sycamore Lane Tonto Basin, AZ 85553	\$0.00	1		
11/21/2011	11/25/2011	2011TC12041 Summons & Complaint	State of Arizona	Carole Ann Selig	Unserved	\$0.00		Payson Magistrate Court	0
			Carole Ann Selig	703 E. Frontier Street, #15 Payson, AZ 85541		\$0.00	3		
11/21/2011	11/28/2011	2011TC12040 Summons & Complaint	State of Arizona	Lawrence A. Pepples, Jr.	Unserved	\$0.00		Payson Magistrate Court	0
			Lawrence A. Pepples, Jr.	24 E. Springdale Drive Star Valley, AZ 85541		\$0.00	5		

**ITEMIZED SERVICES by DATE RECEIVED**  
11/1/2011 TO 11/30/2011

Date: 12/1/2011  
Page: 7

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/21/2011	11/25/2011	2011CR573 Summons & Complaint	State of Arizona Benjamin James Tilden	Benjamin James Tilden 212 W. Wade Lane Payson, AZ 85541	Unserved	\$0.00 \$0.00			0 3
11/21/2011	11/28/2011	2011TR3129 Summons & Complaint	State of Arizona Kimberly Ann Blakley	Kimberly Ann Blakley 45 S. Walters Lane 7 Star Valley, AZ 85541	Unserved	\$0.00 \$0.00		Payson Regional Justice Court	0 5
11/21/2011	11/23/2011	2011TR12595 Summons & Complaint	State of Arizona Justin Anthony Shuman	Justin Anthony Shuman 136 Pinon Star Valley, AZ 85541	Justin Anthony Shuman 136 Pinon Star Valley, AZ 85541	\$0.00 \$0.00		Payson Magistrate Court	0 1
11/21/2011	11/21/2011	2011CV757OP Order Of Protection	Richard Croy [redacted] minor c/o Margaret A. Bullard, mother	[redacted] minor Margaret A. Bullard, mother 161 Midway Payson, AZ 85541	Margaret Bullard Pine Strawberry Elementary School 3869 N. Pine Creek Drive Pine, AZ 85544	\$0.00 \$0.00		Payson Regional Justice Court	0 1
11/21/2011	11/21/2011	DO201100430 Order Of Protection	Jacqueline Pasamonte Michael Pasamonte	Michael Pasamonte 801 W. Longhorn Road, #2 Payson, AZ 85541	Michael Pasamonte 801 W. Longhorn Road, #2 Payson, AZ 85541	\$0.00 \$0.00		Gila County Superior Court	0 2
11/21/2011	11/24/2011	2011CV705OP Order Of Protection	Shirley Lynn Davis James (Jimbo) Armstrong, Jr.	James (Jimbo) Armstrong, Jr. 1701 Moonlite Drive Star Valley, AZ 85541	Unserved	\$0.00 \$0.00		Payson Regional Justice Court	0 1
11/22/2011	11/23/2011	JV201100133 Petition 2011-1 Notice To Appear; Petition	State of Arizona [redacted] minor	[redacted] minor c/o Vonda Lux, mother 201 N. Dealers Choice Road Star Valley, AZ 85541	Vonda Lux 201 N. Dealers Choice Road Star Valley, AZ 85541	\$0.00 \$0.00		Juvenile Court Gila County	0 1
11/22/2011	11/22/2011	2011CR499 Subpoena	State of Arizona William Ralph Tonstad	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
11/22/2011	11/23/2011	2011CR500 Subpoena	State of Arizona Thomas Lee Vorce	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
11/22/2011	11/23/2011	2011CR501 Subpoena	State of Arizona Oscar Hakimian	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
11/22/2011	11/23/2011	2011CR381 Subpoena	State of Arizona Fremont (Monte) McCoy Robertson	GCSO, Deputy M. Havey 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
11/22/2011	11/23/2011	2011TR002778 Subpoena	State of Arizona Steven Nelson	Department of Public Safety, Ofc. H. Thomason DPS Clipboard-Payson	DPS Clipboard - Payson Payson DPS Office Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1
11/22/2011	11/23/2011	2011TR002902 Subpoena	State of Arizona Ernest Bennett	Department of Public Safety, Ofc. T. Harold Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	DPS Clipboard - Payson Payson DPS Office Payson, AZ 85541	\$0.00 \$0.00		Payson Regional Justice Court	0 1

**ITEMIZED SERVICES by DATE RECEIVED**

11/1/2011 TO 11/30/2011

Date: 12/1/2011

Page: 8

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/22/2011	11/23/2011	2011TR012561	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Samuel McDonnell	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
11/22/2011	11/23/2011	2011TR003110	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Robert Lewis	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
11/22/2011	11/23/2011	2011TR002733	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Daniel Jewell	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
11/22/2011	11/23/2011	2011TR002926	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena Trial Reset	Edmund Rusin	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
11/22/2011	11/23/2011	2011CR578	State of Arizona	GCSO, Deputy D. Hornung	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Daniel Adam DeNuzzi	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
11/28/2011	11/29/2011	JV2006-166 Petition 2011-1	State of Arizona	[Redacted] minor c/o Lisa Boyd, mother	Unserved	\$0.00		Gila County Superior Court	0
		Notice To Appear; Petition	[Redacted] minor	406 S. Mariposa Street Payson, AZ 85541		\$0.00			2
11/28/2011	11/28/2011	2011CR12360	State of Arizona	Jaimee Kah Hilgendorf	Jaimee Kah Hilgendorf	\$0.00		Payson Magistrate Court	0
		Subpoena	Eric James Hilgendorf	2502 W. Bulla Drive Payson, AZ 85541	2502 W. Bulla Drive Payson, AZ 85541	\$0.00			1
11/28/2011	11/28/2011	2011CR12360	State of Arizona	Payson Police Department, Ofc. Michael McAnerny	PPD Dispatch	\$0.00		Payson Magistrate Court	0
		Subpoena	Eric James Hilgendorf	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
11/28/2011		2011TC12042	State of Arizona	Rachel Eileen Tenney		\$0.00		Payson Magistrate Court	0
		Summons & Complaint	Rachel Eileen Tenney	300 W. Bonita Street #5 Payson, AZ 85541		\$0.00			0
11/28/2011		2011TR1585/2011TR122	State of Arizona	Nicholas Blazer		\$0.00		Payson Magistrate Court	0
		Order To Show Cause	Nicholas Blazer	809 E. Lone Pine Circle Payson, AZ 85541		\$0.00			0
11/29/2011	11/30/2011	2011CR457	State of Arizona	Barbara Hall	Barbara Hall	\$0.00		Payson Regional Justice Court	0
		Subpoena	Brian Lee Hall	3648 Tall Pine Lane Pine, AZ 85544	3648 Tall Pine Lane Pine, AZ 85544	\$0.00			1
11/29/2011	11/30/2011	2011CR462	State of Arizona	Kylee Kathleen Maksymowski	Kylee Kathleen Maksymowski	\$0.00		Payson Regional Justice Court	0
		Subpoena	Jerry Michael Morris	300 W. Frontier Street, #11 Payson, AZ 85541	300 W. Frontier Street, #11 Payson, AZ 85541	\$0.00			1
11/29/2011	11/30/2011	2011CR457	State of Arizona	Alan W. Hall	Unserved	\$0.00		Payson Regional Justice Court	0
		Subpoena	Brian Lee Hall	3648 Tall Pines Drive Pine, AZ 85544		\$0.00			1
11/29/2011	11/30/2011	2011TR003091	State of Arizona	Department of Public Safety, Ofc. T. Harold	DPS Clipboard - Payson	\$0.00		Payson Regional Justice Court	0
		Subpoena	Lisa Devito	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	\$0.00			1

**ITEMIZED SERVICES by DATE RECEIVED**

11/1/2011 TO 11/30/2011

Date: 12/1/2011

Page: 9

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
11/29/2011	11/30/2011	201CR431	State of Arizona	Payson Police Department, Ofc. L. Ortiz	PPD Dispatch	\$0.00		Payson Regional Justice Court	0
		Subpoena	Aaron Matthew Bradford	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
11/29/2011	11/30/2011	2011CR431	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Dispatch	\$0.00		Payson Regional Justice Court	0
		Subpoena	Aaron Matthew Bradford	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	\$0.00			1
11/29/2011	11/30/2011	2011CR501	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Oscar Hakimian	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
11/29/2011	11/30/2011	2011CR462	State of Arizona	GCSO, Deputy R. Vaughn	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Jerry Michael Morris	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
11/29/2011	11/30/2011	2011CR457	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Brian Lee Hall	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
11/29/2011	11/30/2011	2011CR457	State of Arizona	GCSO, Deputy R. Vaughn	GCSO Clipboard	\$0.00		Payson Regional Justice Court	0
		Subpoena	Brian Lee Hall	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	\$0.00			1
11/29/2011		2011CR12342	State of Arizona	Payson Police Department, Ofc. J. Deaton		\$0.00		Payson Magistrate Court	0
		Subpoena	Robert Joseph Blanco, Jr.	303 N. Beeline Highway Payson, AZ 85541		\$0.00			0
11/30/2011		2011CR12342	State of Arizona	PPD, Officer McDonough		\$0.00		Payson Magistrate Court	0
		Subpoena	Robert Joseph Blanco, Jr.	303 N Beeline Highway Payson, AZ 85541		\$0.00			0
11/30/2011		CR20110574	State of Arizona	Jack Howard Windle, III		\$0.00		Gila County Superior Court	0
		Summons	Jack Howard Windle, III	45 N. Milky Way Star Valley, AZ 85541		\$0.00			0

**MILEAGE FOR THE MONTH NOV. 2011**

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
11/1	71			
11/2	72		56	
11/3	32			
11/4	15		139	
11/7	43		62	
11/8	48			
11/9	75		37	
11/10	96		60	
11/14	88			
11/15	56		58	
11/16	31		66	
11/17	82			
11/18	34		138	
11/21	67		121	
11/22	35		114	
11/23	37		85	
11/28	40		170	
11/29	64			
11/30	35		56	
<b>DAYS</b>	<b>1021</b>		<b>1162</b>	

**Total Miles Driven By  
The Constable's Office      2183      Month      2011**

**GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA**

DATE 12/1/2011

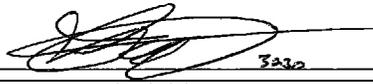
GRANT # \_\_\_\_\_

DEPOSIT TO FUND Gila County Treasurer FUND # \_\_\_\_\_

REMITTING DEPT Payson Regional Constable

SERVICE RENDERED Constable Ethics, Standards + Training Board Writ Fees collected

Account Code	Revenue Description	Amount
T-9162061	Payson Regional Constable Ethics Committee Fund- Fees collected for writs served for the month of November 2011  4 @ \$500  reference our check # 2279 dated 12/1/11	20 00
		20 00

Authorized Signature  Title Payson Regional Constable #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_ Date \_\_\_\_\_  
TREASURER 98325

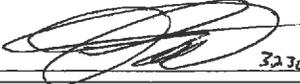
<b>PAYSON CONSTABLE</b> 108 W. MAIN ST. 928-474-3844 PAYSON, AZ 85541		<b>2279</b> 91-527/1221 6128 0703680454
PAY TO THE ORDER OF <u>Gila County Treasurer</u> \$ <u>20<sup>00</sup></u>		DATE <u>12/1/11</u>
<u>Twenty &amp; no/100</u> DOLLARS		
FOR <u>writ fees collected for Nov/2011</u>		
@0000002279# 122105278 0703680454		

**GILA COUNTY TREASURER'S RECEIPT  
GILA COUNTY, ARIZONA**

DATE 12/1/2011

GRANT # \_\_\_\_\_  
 DEPOSIT TO FUND Gila County Treasurer FUND # \_\_\_\_\_  
 REMITTING DEPT Payson Regional Constable  
 SERVICE RENDERED Service fees collected for the month of November 2011

Account Code	Revenue Description	Amount
1005-324-3405-80	Service fees collected from	1,988.40
X-1005-01-32400 4614	November 1, 2011 to	
	November 30, 2011 from	
	The Payson Regional Constable	
	Reference our check #2280	
	dated 12/1/2011	
		1,988.40

Authorized Signature  Title Payson Regional Constable #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By \_\_\_\_\_ Date \_\_\_\_\_

TREASURER 98326

**PAYSON CONSTABLE**  
 108 W. MAIN ST. 928-474-3844  
 PAYSON, AZ 85541

2280  
 91-527/1221 6128  
 0703680454

DATE 12/1/11

PAY TO THE ORDER OF Gila County Treasurer

One thousand nine hundred eighty-eight <sup>40</sup>/<sub>100</sub> \$ 1,988<sup>40</sup>  
 DOLLARS

FOR Service fees collected for Nov/2011



⑈0000002280⑈ ⑆122105278⑆ 0703680454⑈

**ARF-998**

**4- J**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

**Reporting Period:** Recorder's October 2011 Monthly Report

**Submitted For:** Sadie Dalton

**Submitted By:** Sadie Dalton,  
Recorder,  
Recorder's  
Office

---

**Information**

**Subject**

Recorder's October 2011 Monthly Report.

**Suggested Motion**

Approval of the October 2011 monthly departmental activity report submitted by the Recorder's Office.

---

**Attachments**

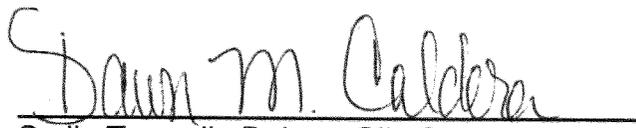
Recorder's October 2011 Monthly Report



## GILA COUNTY RECORDER

REPORT FOR THE MONTH OF OCTOBER 2010

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

  
Sadie Tomerlin Dalton, Gila County Recorder



Bank Deposit Summary, From 10/1/11 12:00AM To 10/31/11 11:59PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Oct 3, 2011 8:21:44 AM	2074	B	GLOBE	\$428.00
Oct 3, 2011 4:55:51 PM	2075	B	Globe	\$624.00
Oct 4, 2011 8:26:10 AM	2079	B	Globe	\$174.60
Oct 4, 2011 4:57:38 PM	2077	B	Payson	\$56.00
Oct 5, 2011 8:26:10 AM	2080	B	Globe	\$459.60
Oct 5, 2011 4:58:11 PM	2078	B	Payson	\$14.00
Oct 7, 2011 9:30:33 AM	2082	B	Globe	\$0.00
Oct 7, 2011 5:04:21 PM	2084	B	Globe	\$194.00
Oct 10, 2011 3:23:32 PM	2085	B	Globe	\$261.00
Oct 10, 2011 4:55:21 PM	2086	B	Globe	\$51.00
Oct 11, 2011 5:04:55 PM	2087	B	globe	\$671.00
Oct 12, 2011 4:07:10 PM	2089	B	payson	\$77.00
Oct 12, 2011 5:14:06 PM	2090	B	Globe	\$240.00
Oct 12, 2011 5:14:06 PM	2091	B	Payson	\$59.00
Oct 14, 2011 9:48:40 AM	2092	B	globe 8/13	\$562.00
Oct 17, 2011 8:23:13 AM	2093	B	globe 10/14	\$634.20
Oct 17, 2011 4:57:13 PM	2094	B	globe 10/17	\$7,708.00
Oct 18, 2011 5:17:17 PM	2095	B	globe 10/18	\$253.00
Oct 18, 2011 5:17:17 PM	2096	B	payson 10/18	\$123.00
Oct 19, 2011 4:54:08 PM	2097	B	PAYSON 10/19	\$59.00
Oct 20, 2011 4:46:50 PM	2099	B	globe	\$168.00
Oct 20, 2011 4:52:12 PM	2100	B	Payson	\$75.00
Oct 20, 2011 4:56:59 PM	2101	B	Globe	\$294.00
Oct 21, 2011 4:56:24 PM	2102	B	GLOBE	\$325.00
Oct 24, 2011 3:29:29 PM	2103	B		\$3,497.00
Oct 25, 2011 4:56:45 PM	2104	B	Globe	\$249.00
Oct 25, 2011 4:56:45 PM	2105	B	Payson	\$101.00
Oct 26, 2011 5:07:42 PM	2107	B	Payson	\$111.00
Oct 26, 2011 5:07:42 PM	2108	B	Payson	\$14.00
Oct 26, 2011 5:07:42 PM	2109	B	Globe	\$997.00
Oct 27, 2011 4:48:32 PM	2110	B	payson 10-27-11	\$87.00
Oct 27, 2011 4:58:02 PM	2111	B	Globe	\$360.00
Oct 28, 2011 8:44:18 AM	2113	B	Globe	\$0.00
Oct 28, 2011 5:03:40 PM	2112	B	Globe	\$445.00
			<b>Total</b>	<b>\$19,371.40</b>

+ 256.<sup>-</sup>  
19,627.40  
 - 428  
19,199.40



**Total**                      **\$34,658.60**

**Journal Activity**

Account		Debits	Credits	Net
<b>Asset</b>				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$6,507.20	(\$11,013.80)	(\$4,506.60)
Cash	Cash/Check	\$19,199.40	\$0.00	\$19,199.40
D-1005-120-01-4612-003	Postage(deferred)	\$15.00	(\$12.00)	\$3.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$49.00	(\$36.00)	\$13.00
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	\$68.00	(\$48.00)	\$20.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$76.00	(\$48.00)	\$28.00
ETransfer	Electronic Transfers	\$4,117.00	\$0.00	\$4,117.00
	<b>Total</b>	<b>\$30,031.60</b>	<b>(\$11,157.80)</b>	<b>\$18,873.80</b>
<b>Liability</b>				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$144.00	(\$172.00)	(\$28.00)
	<b>Total</b>	<b>\$144.00</b>	<b>(\$172.00)</b>	<b>(\$28.00)</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	(\$827.60)	(\$827.60)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$24.00)	(\$24.00)
1005-120-01-4612-003	Postage	\$0.00	(\$1,077.20)	(\$1,077.20)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$286.00)	(\$286.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$72.00)	(\$72.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$60.50)	(\$60.50)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$57.00)	(\$57.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$7,176.50)	(\$7,176.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$40.00)	(\$40.00)
1005-120-01-4612-027	Fax	\$0.00	(\$70.00)	(\$70.00)
7143-120-01-4777-031	Assessor Surcharge	\$0.00	(\$3,936.00)	(\$3,936.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,240.00)	(\$4,240.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$1,637.00)	(\$1,637.00)
eRecording	eRecording	\$4,691.00	(\$4,033.00)	\$658.00
	<b>Total</b>	<b>\$4,691.00</b>	<b>(\$23,536.80)</b>	<b>(\$18,845.80)</b>
	<b>Total</b>	<b>\$34,866.60</b>	<b>(\$34,866.60)</b>	<b>\$0.00</b>

**Range Summary**

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$19,199.40	\$0.00	\$19,199.40
	<b>Range Total</b>	<b>\$19,199.40</b>	<b>\$0.00</b>	<b>\$19,199.40</b>

Sadie Tomerlin Dalton Gila County Recorder For Month Of:						New Fiscal Year Form	
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	1,047	3,804	13,139.02	1,030.00	3,496	10.00	21,479.02
Oct	1,134	4,212	13,523.46	1,637.00	3,916		23,288.46
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>4,645</b>	<b>17,048</b>	<b>53,032.76</b>	<b>5,201.56</b>	<b>15,880</b>	<b>35.00</b>	<b>91,197.32</b>
<b>Fiscal Year All Monies</b>		<b>91,197.32</b>					

	A	B	C	D	E	F
1		<b>GILA COUNTY RECORDER</b>				
2						
3		REPORT FOR		OCT 2011		
4						
5	<b>SECTION I</b>		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$15,218.80		\$0.00	
7		PAID OUT OF SUSPENSE ACCT		\$11,342.20	\$3,876.60	
8		RECORDING FEES	\$9,674.80	\$0.00	\$0.00	
9		REFUNDS-EXCESS FEES	\$0.00	\$29.00	\$13.00	
10		INTEREST PD TO ACCT	\$1.06	\$0.00	\$1.06	
11				\$0.00		
12	<b>TOTAL 1005 FUNDS</b>		\$24,894.66	\$11,371.20	\$13,523.46	
13						
14	<b>SECTION II</b>					
15		7143 FUND (ASSESSOR)	\$3,916.00	\$0.00	\$3,916.00	
16		7145 FUND (RECORDER)	\$4,212.00	\$0.00	\$4,212.00	
17		7146 FUND (MINING - 80% STATE TREAS)				
18		7146 FUND (MINING - 20% RECORDER)		\$0.00		
19		7147 FUND (COMPUTER SVCS)	\$1,637.00	\$0.00	\$1,637.00	
20	<b>TOTAL SEC II FUNDS</b>		\$9,765.00		\$9,765.00	
21						
22	<b>COMBINED TOTALS - TOTAL FEES COLLECTED</b>		\$34,659.66	\$11,371.20	\$23,288.46	
23						
24						

*JP*

**House Account Summary**  
 Gila County AZ Recorder  
 For the Period of 10/01/2011 - 10/31/2011  
 Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$213.00)	\$8.00	\$0.00	(\$205.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$20.57)	\$12.00	\$0.00	(\$8.57)
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	(\$289.00)	\$42.00	\$0.00	(\$247.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(\$186.00)	\$69.00	\$0.00	(\$117.00)
AWC	ARIZONA WATER COMPANY	(\$250.00)	\$0.00	\$0.00	(\$250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	\$88.00	\$0.00	(\$88.00)	\$0.00
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	(\$232.00)	\$0.00	\$0.00	(\$232.00)
ERAY	ERA YOUNG REALTY	(\$102.60)	\$46.80	\$0.00	(\$55.80)
EXCEL	EXCEL DOCUMENT SERVICES	(\$195.00)	\$8.00	\$0.00	(\$187.00)
FARES	First American Corelogic Inc.	(\$721.40)	\$190.00	\$0.00	(\$531.40)
FATM	FIRST AMERICAN MICROFICHE	(\$53.80)	\$423.60	(\$3,000.00)	(\$2,630.20)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$618.00)	\$0.00	\$0.00	(\$618.00)
FNDS	LPS APPLIED ANALYTICS	(\$938.20)	\$190.00	\$0.00	(\$748.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$31.50	\$12.00	\$0.00	\$43.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$19.00)	\$0.00	(\$100.00)	(\$119.00)
IMAPP	IMAPP , INC	(\$19.40)	\$576.80	(\$610.80)	(\$53.40)
IRS	INTERNAL REVENUE SERVICE	(\$72.00)	\$132.00	(\$84.00)	(\$24.00)
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	(\$1,130.00)	\$53.00	\$0.00	(\$1,077.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$902.00)	\$237.00	(\$255.00)	(\$920.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$2,312.00)	\$4,622.00	(\$7,048.00)	(\$4,738.00)
RSSI	RECORD SEARCHING SERVICES INC	(\$173.00)	\$29.00	\$0.00	(\$144.00)
simplifile	Simplifile - eRecording	(\$143.00)	\$4,691.00	(\$4,033.00)	\$515.00
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,213.20)	\$0.00	\$0.00	(\$1,213.20)
<b>Totals</b>		<b>(\$13,401.67)</b>	<b>\$11,342.20</b>	<b>(\$15,218.80)</b>	<b>(\$17,278.27)</b>

**ARF-1004**

**4- K**

**Regular BOS Meeting**

**Meeting Date:** 12/20/2011

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for weeks ending 12-2-11 and 12-9-11

**Submitted For:** Joseph Heatherly

**Submitted By:** Valrie  
Bejarano,  
Contracts  
Support  
Specialist,  
Finance  
Department

---

**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for weeks ending 12-2-11 and 12-9-11

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of November 26, 2011, to December 2, 2011, and December 3, 2011, to December 9, 2011

---

**Attachments**

[Weatherization Project HH5127](#)

[Weatherization Project HH7947](#)

[Weatherizaiton Project HH8962](#)

[Weatherization Project HH5410](#)

[Agreement 112311 Thermostate Installation](#)

[Agreement 112411 REPAC Voice Advert Recording](#)

[Agreement 112511 REPAC Radio Commercial Advert](#)

[Agreement 112911 Guerrero Security System](#)

[Agreement 31325CONSVR Coper Maint.](#)

[Agreement 32329CONSVR Printer Maint](#)

[Agreement for Video Visitation Service](#)

[Lease Agreement for Buzhub Copiers](#)

[Contracts Approved Under \\$50K for 11-26 to 12-9, 2011](#)

**Tommie C. Martin, District I**  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**Shirley L. Dawson, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



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

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

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

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**SERVICE AGREEMENT NO. 111511**

**WEATHERIZATION PROJECT NO. HH#5127**

**THIS AGREEMENT**, made and entered into this 30<sup>th</sup> day of November, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** : The Contractor shall provide for the complete provision in the scope of work below of Weatherization Project HH#5127 in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulations per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Contractor shall:

Work Description	*Fee
1. Install insulation in attic to make it R-30 compliant	\$ 645.00
2. Duct seal cooler ducts and add cover & cookie sheet	\$ 375.00
3. Add sun screens to 3 windows of the residence	\$ 225.00
4. Service gas stove to bring down PPM below 100 and Service and clean wall heater for health and safety	\$ 275.00
Sub-Total	\$ 1,520

	Taxes	\$ 145.92
	Grand Total	\$ 1,665.92

**ARTICLE II – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE III - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE IV – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**3. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**All certificates and endorsements are to be received and approved by the County before work commences.** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such

period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

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

**ARTICLE VII– ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

**ARTICLE IX – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE X – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE XI – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

**ARTICLE XII – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

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

**ARTICLE XIV– TERM:** Contract shall be effective date signed by the County Manager and expires February 15, 2012.

**ARTICLE XV – PAYMENT/BILLING:** All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

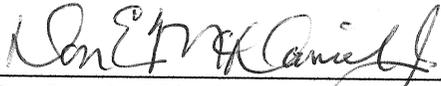
Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of Contract No. 111511 by the Contractor, the County agrees to pay the amount of not more than \$ 1,665.92 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

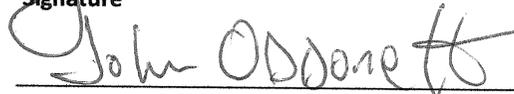
**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 11/30/11

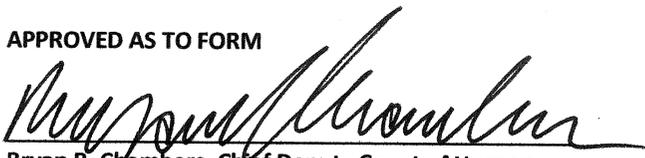
**MOUNTAIN RETREAT BUILDERS**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name

Date: 11-17-2011

**APPROVED AS TO FORM**

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

**Tommie C. Martin, District I**  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**Shirley L. Dawson, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



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

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

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

**SERVICE AGREEMENT NO. 111611**

**WEATHERIZATION PROJECT NO. HH#7947**

**THIS AGREEMENT**, made and entered into this 30<sup>th</sup> day of November, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Contractor shall provide for the complete provision in the scope of work below of Weatherization Project HH#7947 in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Contractor shall:

Work Description	*Fee
1. The manufactured home has 4 broken trusses. These trusses that are compromised will be repaired with new 2x4 top and bottom chord. Webbing will be installed if necessary. Work will be performed from the interior, all insulation removed to access trusses will be reinstalled unless severely deteriorated, and then new insulation put back. The ceiling will be enclosed with the drywall that was removed to repair. If necessary new drywall may be used with taped finish only. Next, three-course all roof seams with an acrylic patch reinforced with fiberglass mesh.	\$ 2,575.00

Final repair consists of applying an elastomeric roof sealant to the entire roof. All jacks to be removed and sealed over properly.	
2. Install 2 ton split 14 seer heat pump wt 12 kw heat strip kit wt 2 ton evap coil.	\$ 6,325.00
3. Infiltration to be done in several ways to bring the cfm number into scope of 1320.	\$ 725.00
4. Add sun screens to 5 windows at residence	\$ 350.00
5. Add T&P to water heater	\$ 150.00
6. Install Energy Star Model, 18 cubic foot Frigidaire refrigerator, Model FFHT1814LW.	\$ 675.00
Sub-Total	\$ 10,800.00
Taxes	\$ 1,036.80
Grand Total	\$ 11,836.80

**ARTICLE II – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE III - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE IV – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents,

representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services

that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

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

**ARTICLE VII– ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

**ARTICLE IX – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE X – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE XI – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

**ARTICLE XII – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

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

**ARTICLE XIV– TERM:** Contract shall be effective date signed by the County Manager and expires February 15, 2012.

**ARTICLE XV – PAYMENT/BILLING:** All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

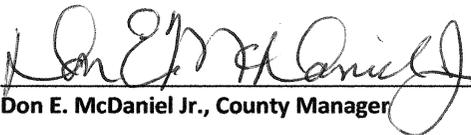
Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

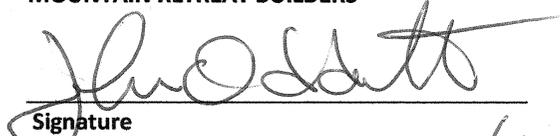
In return for the performance of Contract No. 111611 by the Contractor, the County agrees to pay the amount of not more than \$ 11,836.80 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

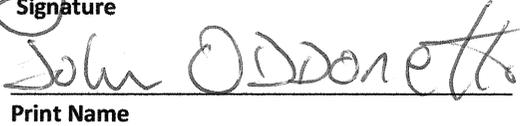
**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 11/30/11

**MOUNTAIN RETREAT BUILDERS**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name

Date: 11-17-2011

**APPROVED AS TO FORM**

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

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



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

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

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

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**SERVICE AGREEMENT NO. 111711**

**WEATHERIZATION PROJECT NO. HH#8962**

**THIS AGREEMENT**, made and entered into this 30<sup>th</sup> day of November, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Contractor shall provide for the complete provision in the scope of work below of Weatherization Project HH#8962 in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Contractor shall:

Work Description	*Fee
1. Add 2 ton split 14 SEER heat pump wt 12 KW heat strip kit, electric furnace wt 2 ton evap coil line set for above, connect to existing electrical, heat pump thermostat, filter frame for air handler, manual J, duct seal, infiltration and room pressure tested to meet codes.	\$ 6,725.00.00
2. The manufactured home has 2 broken trusses. These compromised trusses will be repaired with new 2x4 top and bottom chord. Webbing will be installed if necessary. The work will be performed from the interior, all insulation removed to	\$ 2,525.00

<p>access trusses will be reinstalled unless severely deteriorated and then new insulation will be put back. Ceiling will be enclosed with same drywall removed from home or if necessary, replaced with new drywall with taped finish only.</p> <p>Next, three-course all roof seams with an acrylic patch reinforced with fiberglass mesh.</p> <p>Final repair is to consist of applying an elastomeric roof sealant to the entire roof. Note, this does not include front porch roof.</p>	
3. Re-move existing vent free (propane) wall heater and return to county.	\$ 275.00
4. Fix electrical box at added bedroom wall.	\$ 225.00
5. Seal up holes in floor of 10x10, add on with new osb(plywood) and do infiltration needed so it meets the bas number required.	\$ 550.00
6. Add T&P and J-box to electric water heater.	\$ 255.00
Sub-Total	\$ 10,555.00
Taxes	\$ 1,013.28
Grand Total	\$ 11,568.28

**ARTICLE II – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE III - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE IV – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this

Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of

this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

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

**ARTICLE VII– ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

**ARTICLE IX – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to

provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE X – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE XI – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

**ARTICLE XII – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

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

**ARTICLE XIV– TERM:** Contract shall be effective date signed by the County Manager and expires February 15, 2012.

**ARTICLE XV – PAYMENT/BILLING:** All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

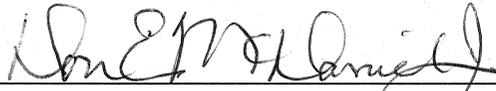
Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

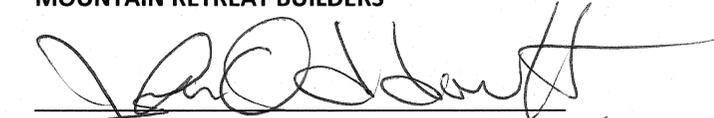
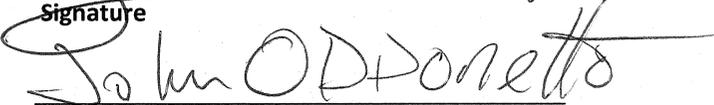
In return for the performance of Contract No. 111711 by the Contractor, the County agrees to pay the amount of not more than \$ 11,568.28 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

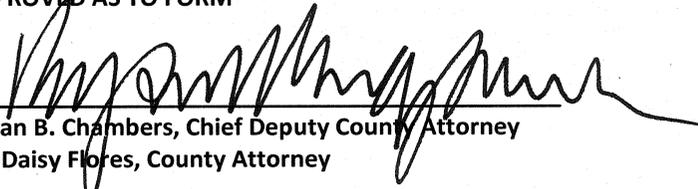
Date: 11/30/11

**MOUNTAIN RETREAT BUILDERS**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Print Name

Date: 11-17-2011

**APPROVED AS TO FORM**

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

**Tommie C. Martin, District I**  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**Shirley L. Dawson, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



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

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

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

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**SERVICE AGREEMENT NO. 112111**

**WEATHERIZATION PROJECT NO. HH#5410**

**THIS AGREEMENT**, made and entered into this 30<sup>th</sup> day of November, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Rodriguez Construction Inc., of the City of Globe, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide for the complete provision in the scope of work below of Weatherization Project HH#5410 in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulations per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Contractor shall: Refer to attached "**Exhibit A**" for detailed scope of work. By mention this attachment is made a binding part of this agreement as set forth herein.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as

“Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

**2. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

**3. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
------------	-------------

Annual Aggregate

\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

**ARTICLE 6 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 7– ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 14– TERM:** Contract shall be effective date signed by the County Manager and expires February 29, 2012.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$9,796.00 for completion of the project as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

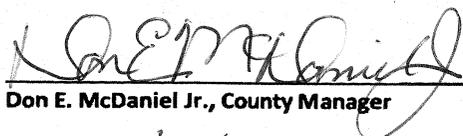
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF,** two (2) 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.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 11/30/11

**RODRIGUEZ CONSTRUCTION, INC.**

  
\_\_\_\_\_  
Signature

ART I. RODRIGUEZ  
\_\_\_\_\_  
Print Name

Date: 11-28-2011

**APPROVED AS TO FORM**

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

**Interior | Single Family Dwelling | Single Family |House |General Requirements**

1 000000000 0 NA 0

**Permits and Fees**

Contractor to provide all permits and fees required to complete the job to local codes and regulations, including IRC, OSHA, and Gila County Codes.

2 000000001 0 NA 0

**Alternates and Suggestions**

Contractor is encouraged to suggest alternative and better methods to the rehabilitation specialist, and to notify him of items left out or discrepancies. Please use this section to show item and price. Do not add to total.

3 000000002 0 ea 0

**Performance**

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.

All work to be done in a quality and workmanlike manner.

All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail which may or may not be mentioned in the scope of work.

4 000000003 0 1 0

**ALL LEAD WORK**

INTERIM CONTROLS, AND ABATEMENT CONTROLS, REMOVAL OR REPLACEMENT OF LEAD BASED PAINTED SURFACES OR COMPONENTS MUST BE DONE BY TRAINED, LICENSED CONTRACTORS AND WORKERS, AND MUST BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GUIDELINES, 24 CFR Part 35,et.a.

**Interior | Single Family Dwelling | Single Family |House |All Lead Surfaces.**

5 030003003 0 0

**LEAD TREATMENT GUIDELINES**

All work must be done in a workmanlike manor and comply with all applicable state, federal and local laws, rules, regulations and guidelines.

These standard may include but are not limited to the following:

- 29 CFR 1926-Construction Industry Standards,
- 29 CFR 1926.62-Construction Industry Lead Standard,
- 29 CFR1910. 1200-Hazard Communication,
- 40 CFR Part261-EPA Regulations,
- NCLSH-HUD Lead Paint Guidelines,
- Evaluation Protocols, (most recent draft)

**Interior | Single Family Dwelling | Single Family |House |Roof Repairs**

6 007001001 0 SF 0

**Tear Off Existing Roof and Install New**

Remove existing roofing and pile neatly and haul away immediately. Replace any damaged or rotten roof sheathing.

Replace all flashing at chimney and install 30# felt paper, aluminum drip edge, new valley metal, vent boots, and new 24 gage standing seam white or light almond, all new drip edge, Valley metal, Vent boots, and rain gutters if needed to match in color.

NOTE: IF EXISTING SHEATHING OR STRUCTURAL MEMBERS ARE DETERIORATED, ROTTED, DAMAGED, NON- EXISTING, THE CONTRACTOR MUST CONTACT THIS AGENCY TO EXECUTE A CHANGE ORDER PRIOR TO ANY SHEATHING WORK BEING DONE THAT IS NOT DIRECTLY SPECIFIED IN THE WORK WRITE-UP.

-Roof Options: Price per sheathing replacement allowance, materials and labor: \$1.50 per sq. ft.

7 0010060006 0 LF 0

**Replace Fascia and Box eves**

Remove and dispose of all existing fascia and replace with new 2x6 material then box the eves . Prime all sides before installation. Caulk all seams and nail with galvanized nails or screws.

Note: Fascia must extend below eves and eves must be caulked on all sides primed and painted.

8 0070030002 0 LF 0

**Install New Gutters and Down spouts**

Install new color and gage matching seamless gutters and down spouts, spouting must be calculated number of outlets and downspouts to accommodate maximum water volumes.

Also install concrete splash blocks or install new storm lines as needed at each downspout exit to minimize erosion.

**Interior | Single Family Dwelling | Single Family |House |Electric Repairs-**

9 0110020001 0 LS 0

**Do all electrical repairs as listed**

Make all repairs listed below, and/or on the attached electrical report.

- 1) Replace outlets with GFICs at all locations within 6' of water source including kitchen sink, bath lavatories, washer, exterior outlets, etc. Install to NEC. ( Per CABO 4402.4, this does not apply to single receptacle supplying a permanently installed sump pump. )
- 2) Exterior outlets to have weatherproof covers.
- 3) Replace All outlets, switches, or covers.
- 4) Replace any burnt out bulbs.
- 5) Refrigerator needs to each have a **20 amp dedicated** circuit.
- 6) Remove or relace any unused or old fraying wiring.
- 7) Make system meet new electrical codes and have inspected. Including smoke detectors ect.
- 8) Check all circuits and repair as needed which includes j boxes and staples as needed..

Bring other hazards to the rehab specialist attention such as old light fixtures that do not work after replacing bulbs etc. .

**Interior | Single Family Dwelling | Single Family |House |Doors**

10 0010090006 0 0

**Install 2 Prehung Exterior Door**

Provide and install factory hung 1-3/4" raised panel/metal clad/foam core door,(Pease, Thermatru, Stanley or approved equal), complete with keyed lockset and trim both sides, dead bolt, vinyl bubble weatherstripping, and aluminum threshold. Make all necessary wall repairs and finish system to owner's preference.

11 0010090003 0 NO 0

**Repair Door**

Repair as specified.

Repair basement door threshold install threshold in concrete and fit door correctly.

12 0010090005 0 NO 0

**Install 6 Prehung Interior Door**

Provide and install factory hung 1-3/8" hollow core luan mahogany door complete with lockset, trim both sides, make all necessary wall repairs and finish to owner's preference. As due to lead positive summary doors to be of same size and casement and trim to be of same size as original. also includes closets and jams that may not have a door but jam needs to be replace so we will install a door.

13 0010090011 0 LF 0

**Replace Casing and Jam**

Remove existing casing and jam replace with new casing and jam to match existing. Fill all nail holes flush caulk and prime. Finish to homeowner's preference from the living room to the kitchen.

**Interior | Single Family Dwelling | Single Family |House |Plumbing Repairs**

14 0130010001 0 LF 0

**Repair Water Lines**

Repair all water lines make sure that they have proper flow and meet code requirements.

15 0130090090 0 0

**Repair gas piping.**

Remove any gas plumbing that does not meet code and or sizing requirements or that are not being used. Make sure that all lines valves and flex line are to code and are Leak tested.

16 0130040020 0 NO 0

**Replace Shower**

Remove old unit and replace with new according to local code as per Performance Manual guidelines. Install new fixture and drains as needed check for leaks ect.

17 0130040024 0 NO 0

**Replace Toilet**

Remove and dispose of old toilet.

Install new toilet and supply with new angel stops wax ring to code as per Performance Manual guidelines. (Manfield, Artisian, Kohler or approved equal)

18 0130040003 0 NO 0

**Replace Faucets**

Remove and dispose of existing fixtures and replace with moen or delta washerless faucets to code. Faucet must be of water conserving type with max. flow rate of 2.2 GPM at 60 psi. Seal pipe holes against air infiltration.

19 0130030003 0 LF 0

**Repair Vent**

Remove all defective materials and replace to code. As per Lead report.

**Interior | Single Family Dwelling | Single Family |House |Foundation**

20 0020010004 0 LF 0

**Pour Foundation Wall**

Pour foundation wall or posts footers on approved footers for any location where there is wood to earth.

**Interior | Single Family Dwelling | Single Family |House |Exterior Side Walls**

21 0010050003 0 SF 0

**Repair Wood Siding**

Remove and dispose of all defective materials and replace with new to match existing in type and quality. Prime immediately upon installation. Install as per manufacturer's recommendations.

22 0010100028 0 0

**Replace 6 aluminum windows**

Replace the old or damaged windows with aluminum framed, double pane single hung sliders. All trim work inside and out to be included. Prime and paint all work.

23 0010100025 0 ea 0

**Repair exterior window trim capping**

Check the aluminum window trim capping of all the double hung windows. Some of the existing capping has fallen off and others are loose and or missing. Replace missing and defective or damaged capping and secure the rest correctly. apply caulking as needed to finish the job neatly and must be a air tight seal prior to stucco.

24 0010070009 0 SF 0

**Repair Porch Structure**

Remove all defective material and replace with new materials to match existing. Prime all sides of untreated wood.

25 0010070004 0 SF 0

**Install Porch Ceiling**

Install 3/8" ADX plywood nailed with galvanized common nails, trim seams prime on both porches.

26 0010070015 0 NO 0

**Repair West side Porch Steps**

Remove all defective materials and replace with new materials. May Use pressure treated lumber where possible; prime all untreated wood.

27 0010070009 0 SF 0

**Repair Porch Structure**

Remove or repair all defective material and replace with new materials to match existing as needed. Prime all sides of untreated wood. Also treat lead tested positive materials with the Lead based paint hazards/recommendations which are included.

28 0040030001 0 SF 0

**Stucco**

Install felt, foam insulation, lath expansion joints as needed ect. and two coats of stucco to a minimum of 5/8".

**Interior | Single Family Dwelling | Single Family |House |Interior Trim**

29 0010020003 0 LF 0

**Replace Base Trim**

Remove and dispose of existing base trim, due to lead on livingroom A wall  
Install new trim to match size and style of original base trim (customer has choice of style).  
Corners must be miter cut with a tight and clean fit.  
Nail holes filled with wood putty or other approved filler.  
Joints and face surface to be sanded to seamless finish and ready for paint or stain finish.

**Interior | Single Family Dwelling | Single Family |House |Drywall**

30 0010120121 0 0

**Patch holes**

**RESPEC Estimate Report**Case#: **CDBG**

Patch holes in the sheet rock in all walls, ceilings and specified areas. Tapped and finished to match existing. No painting unless approved.

31      0010090022      0 NO      0

**Replace Attic Access Door -**

Cut in rough opening and frame with 2"x 6" material. Install plywood door "A" side only or luan mahogany. Trim with 2-3/8" Ranch casing; Minimum size of opening shall be 22" x 30". make all necessary repairs to closet ceiling and insulate opening with a attached R-38 insulation seal to be is air tight. in 04-bedroom closet

**Interior | Single Family Dwelling | Single Family |House |Mechanical**

32      0120050011      0      0

**Install 2 Ton14 SEER Split System**

Install new 14 SEER Split System with 90+% furnace sized properly possibly a 2 ton and correct gassing to existing ducting to all rooms. Install electrical to meter main and new thermostats.  
NOTE: Must meet all weatherization guidelines which includes ducting at .5 Pa or less of leakage. and include 2 filters.

**Interior | Single Family Dwelling | Single Family |House |Weatherzation**

33      0060010006      0 S.F.      0

**Blown Fiberglass, Open Attic - ( R38 )**

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84.

34      0060010011      0 S.F.      0

**Fiberglass Insulation, Floor - (R19) Batt/Bla**

Insulation shall be installed with vapor barrier facing conditioned area; Insulation shall completely fill area between joists or studs and shall be secured with the appropriate mechanical fasteners. Material shall meet ASTM C665-86 or subsequently amended.

35      0060140014      0      0

**Cauk House Complete**

Cauk all areas needed to prevent air infiltration of entire interior of house

36      006007      0      0

**Sun Screens**

Install sun screens on all East West and South facing windows. Screens must be re moveable and attached by locking hardware with a minium 1" stand off.

**Interior | Single Family Dwelling | Single Family |House |Floor**

37      0030020002      0 SF      0

**Repair Subfloor**

Remove all defective materials and replace with new materials to match existing in type and dimension.

38      0030010005      0 SF      0

**Install Sheetgoods and Wood Base trim**

Remove and dispose of existing flooring; scrape and clean surface smooth; fill all cracks and holes with floor leveler.

Install new vinyl sheetgoods as per manufacturer's recommendations. Include needed chrome threshold strips. Include material allowance of \$1.05 square ft. (\$9.45 sq. yd), Customer to have choice of color and style.

Repair damaged subfloor if necessary. Install prefinished wood base trim where floor meets wall, color to

**Interior | Single Family Dwelling | Single Family | House | Painting**

39 0100010018 0 SF 0

**Prepare Walls and Paint home Complete**

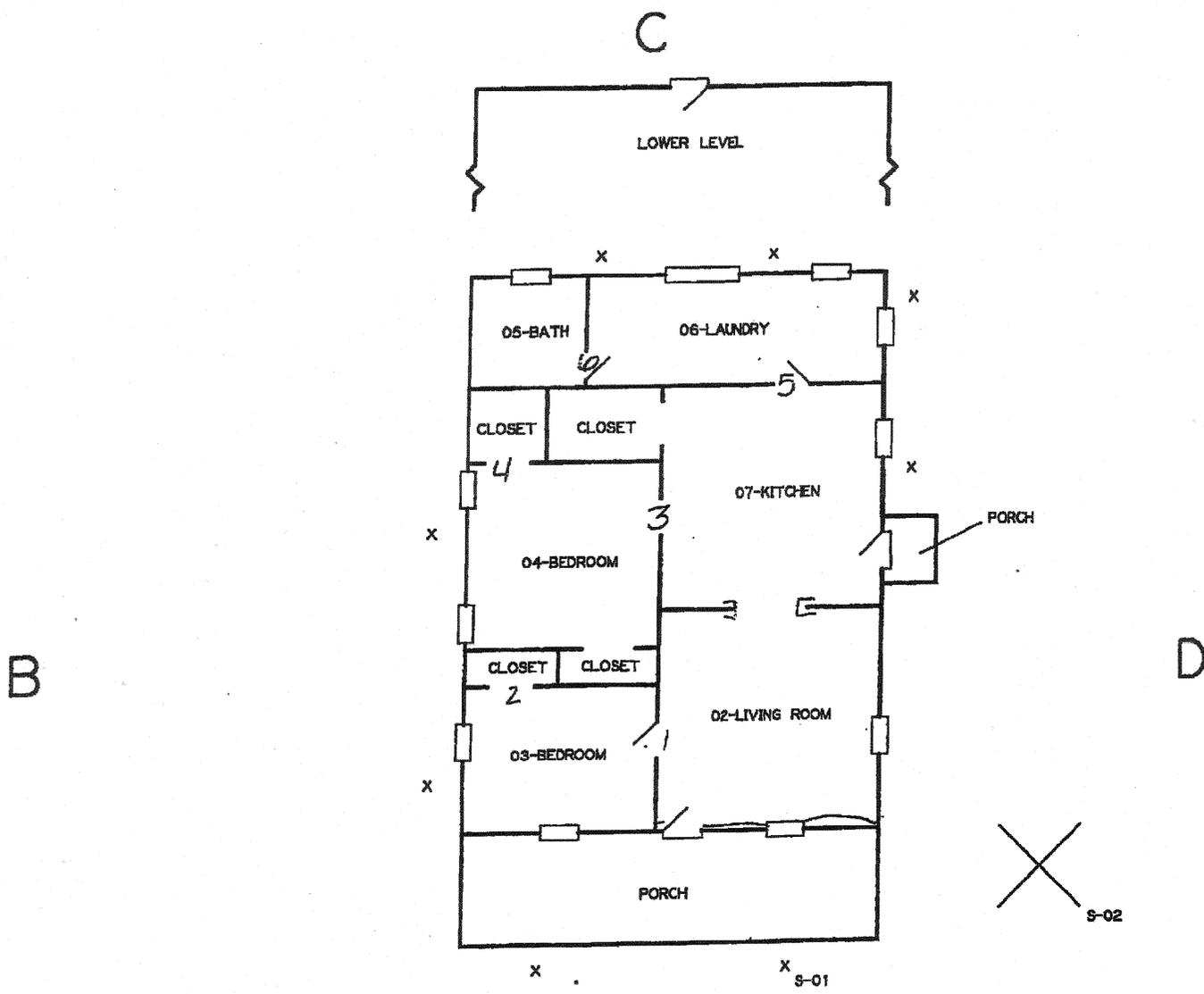
Prepare and patch walls, ceiling, windows, doors and all trim for painting. Paint (and prime as required) entire home to a uniform consistency with a minimum of two coats of quality paint in accordance with manufacturer's recommendations. Completed walls to be smooth and free of defects. Remove any wallpaper and patch all holes, nicks, etc. Drywall veneer over existing wall if required for smooth finish.

Note: one color on interior, 2 exterior

40 0100020001 0 SF 0

**Paint House Complete**

Scrape all peeling and loose paint free from surface and apply one coat of breathable oil-based primer to all bare wood. Allow to dry, and apply finish coat of latex. Include all trim in complete house painting. Note home owner has choice of two colors on exterior main body to be light in nature trim any color of home owners preference and trim to be indicated by home owner.



01-EXTERIOR

A

X = where soil was sampled

# LEAD-BASED PAINT HAZARDS/RECOMMENDATIONS

Sample	Room Equivalent	Side Tested	Component	Substrate	Color	Quantities (Including Sides) Per Area	Interim Control Options*	Abatement Method Options**	Recommended Hazard Control	Comments
1	01 Exterior	A	Wall	Wood	White	200 Sq. Ft.	PFS	ENC	-	-
2	01 Exterior	B	Wall	Wood	White	200 Sq. Ft.	PFS	ENC	-	-
4	01 Exterior	B	Wall	Wood	Tan	64 Sq. Ft.	PFS	ENC	-	-
6	01 Exterior	C	Wall	Wood	Tan	120 Sq. Ft.	PFS	ENC	-	-
7	01 Exterior	D	Wall	Wood	Tan	64 Sq. Ft.	PFS	ENC	-	-
8	01 Exterior	D	Wall	Wood	White	200 Sq. Ft.	PFS	ENC	-	-
20	01 Exterior	D-2	Window Sill	Wood	Green	1 Each	PFS	REP	-	-
22	01 Exterior	D-2	Window Casing	Wood	Green	1 Each	PFS	REP	-	-
25	01 Exterior	B	Frizee Board	Wood	White	100 Ln. Ft. (A, B, C, D)	PFS	ENC	-	-
26	01 Exterior	B	Rafter Tails	Wood	White	44 Ln. Ft. (A, B, C, D)	PFS	ENC	-	-
27	01 Exterior	B	Vent Pipe	Metal	White	20 Ln. Ft.	PFS	ENC	-	-
29	01 Exterior	B	Eaves	Wood	White	100 Sq. Ft. (A, B, C, D)	PFS	ENC	-	-
35	01 Exterior	D	Porch Rafter	Wood	White	12 Ln. Ft.	PFS	ENC	-	-
36	01 Exterior	D	Porch Eaves	Wood	White	16 Sq. Ft.	PFS	ENC	-	-
37	01 Exterior	D	Porch End Wall	Wood	White	8 Sq. Ft.	PFS	ENC	-	-
39	01 Exterior	A	Porch Beam	Wood	Green	35 Ln. Ft.	PFS	REP	-	-
41	01 Exterior	A	Porch Rafter	Wood	White	55 Ln. Ft.	PFS	ENC	-	-
42	01 Exterior	A	Porch Eaves	Wood	White	125 Sq. Ft.	PFS	ENC	-	-
43	01 Exterior	A	Porch End Wall	Wood	White	10 Sq. Ft.	PFS	ENC	-	-
44	01 Exterior	C	Rafter Tails	Wood	White	20 Ln. Ft. (B, C, D)	PFS	ENC	-	-
53	02 Living Room	A	Baseboard	Wood	White	40 Ln. Ft. (A, B, C, D)	PFS	ENC	-	-
57	02 Living Room	B	Door	Wood	White	1 Each	PFS	REP	-	-
58	02 Living Room	B	Door Casing	Wood	White	1 Each	PFS	REP	-	-
59	02 Living Room	B	Door Jamb	Wood	White	1 Each	PFS	REP	-	-
60	02 Living Room	C	Door Casing	Wood	White	1 Each	PFS	REP	-	-
61	02 Living Room	C	Door Jamb	Wood	White	1 Each	PFS	REP	-	-
71	03 Bedroom	D	Door	Wood	White	1 Each	PFS	REP	-	-
72	03 Bedroom	D	Door Casing	Wood	Tan	1 Each	PFS	REP	-	-
73	03 Bedroom	D	Door Jamb	Wood	Tan	1 Each	PFS	REP	-	-
87	04 Bedroom	C	Closet Door Casing	Wood	White	1 Each	PFS	REP	-	-
88	04 Bedroom	C	Closet Door Jamb	Wood	White	1 Each	PFS	REP	-	-
89	04 Bedroom	D	Door Casing	Wood	White	1 Each	PFS	REP	-	-
90	04 Bedroom	D	Door Jamb	Wood	White	1 Each	PFS	REP	-	-
118	06 Laundry Room	A	Door Casing	Wood	Tan	1 Each	PFS	REP	-	-
119	06 Laundry Room	A	Door Jamb	Wood	Tan	1 Each	PFS	REP	-	-
139	07 Kitchen	A	Door Casing	Wood	Green	1 Each	PFS	REP	-	-
140	07 Kitchen	A	Door Jamb	Wood	Green	1 Each	PFS	REP	-	-
141	07 Kitchen	B	Door Casing	Wood	White	1 Each	PFS	REP	-	-
142	07 Kitchen	B	Door Jamb	Wood	Green	1 Each	PFS	REP	-	-
144	07 Kitchen	C	Door Casing	Wood	Green	1 Each	PFS	REP	-	-

# LEAD-BASED PAINT HAZARDS/RECOMMENDATIONS

Sample	Room Equivalent	Side Tested	Component	Substrate	Color	Quantities (Including Sides) Per Area	Interim Control Options*	Abatement Method Options**	Recommended Hazard Control	Comments
145	07 Kitchen	C	Door Jamb	Wood	Green	1 Each	PFS	REP		
150	07 Kitchen	B	Chisel Door Casing	Wood	Green	1 Each	PFS	REP		
151	07 Kitchen	B	Closest Door Jamb	Wood	Blue	1 Each	PFS	REP		

\*Paint Film Stabilization: Repairing any physical defect in the substrate of painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint.

\*\*Friction & Impact Surface Treatments: Reassembling building components so that the lead paint does not physically degrade. Examples include wet planning window frames down and installing track guides, installing rubber door stops so that a door does not strike against a jamb, and installing rubber mats on stair treads so that friction is reduced when walking on stairs.

Interior Dust Reduction: Remove the lead dust by following the EPA-recommended cleaning method of a HEPA vacuuming, followed by a wet wash, and followed with another HEPA vacuuming.

\*\*\*Component Replacement: Removal of both the paint and its substrate and dispose of both. After removal, replace the component.

\*\*\*Paint Removal: Separating the paint from the substrate either mechanically or chemically using EPA-approved methods.

\*\*\*Component Enclosure: Mechanically fastening a rigid, durable barrier, such as drywall aluminum siding, and sealing all edges and seams with caulk. Any lead dust or hazard is therefore 'buried' under the enclosure. This works well for large surfaces like walls.

PFS = Paint Film Stabilization, ENC = Enclosure, REP = Replacement, PR = Paint Removal, FI = Friction/Impact Treatments, DC = Dust Clean Up, ENCP = Encapsulation

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

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

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

**SERVICE AGREEMENT NO. 112311**  
**THERMOSTAT WORK GUERRERO BUILDING REMODEL**

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of December, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Advanced Controls Corporation, of the City of Tucson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Contractor shall provide for the complete provision in the scope of work below of the thermostat work for the Guerrero Building Remodel in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

Contractor shall provide labor, material and expenses to wire five (5) existing thermostats and one (1) new thermostat at the project location.

**Work Includes:**

- One (1) new Delta Thermostat
- Mounting
- Programming
- Connecting the one (1) new thermostat
- Reinstalling five (5) thermostats removed during demolition to the Delta front end
- County training on thermostats

Also included; programming of the thermostats and adding them to the graphics on the main Delta front end in the Courthouse.

There will be a one (1) year warranty on the new thermostats and installation.

**ARTICLE II – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. Contractor shall not be compensated for any work performed under the contract that is performed after receipt of a written notice terminating the contract.

**ARTICLE III - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE IV – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, Gila County, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

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

**ARTICLE VII– ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

**ARTICLE IX– TERM:** Contract shall be effective date signed by the County Manager and expires December 23, 2011.

**ARTICLE X – PAYMENT:** Contractor shall be paid a flat fee of \$3,665.00 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

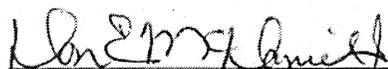
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of Contract No. 112311, 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.

GILA COUNTY

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 12/7/11

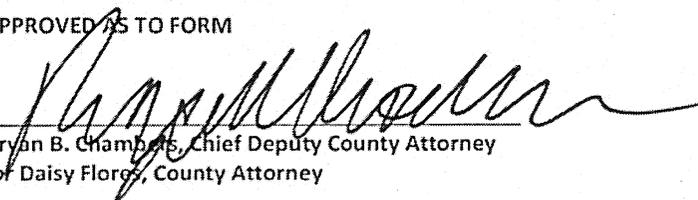
ADVANCED CONTROLS CORPORATION

  
\_\_\_\_\_  
Signature

CHRISTOPHER W. TOBER  
Print Name

Date: 11-22-2011

APPROVED AS TO FORM

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

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



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

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

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

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

**SERVICE AGREEMENT NO. 112411**  
**REPAC RADIO VOICE ADVERTISEMENT**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of December, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and LDP Production, of the City of Safford, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Contractor shall provide radio voice commercial recordings for the REPAC Department as follows:

Radio Recordings

- Write three (3) thirty second (:30) radio commercials for REPAC to be used in Gila, Pinal and Graham/Greenlee Counties
- Recording and Mastering three (3) thirty second (:30) radio commercials for REPAC for Gila, Pinal and Graham/Greenlee Counties
- The completed recording will be provided to the County on an MP3 or CD

The commercial recordings will become the property of Gila County REPAC. The commercials may be used on any station the County chooses.

Fees

Writing, Recording and Mastering      \$ 405.00      (Note: Fee includes all applicable taxes)

**ARTICLE II – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. Contractor shall not be compensated for any work performed under the contract that is performed after receipt of a written notice terminating the contract. Upon termination under this paragraph all material, documents, reports, and data prepared by the Contractor under this contract shall become property of and be delivered to the County on demand.

**ARTICLE III – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

**ARTICLE V– ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

**ARTICLE VII – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his

employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE VIII – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE IX – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

**ARTICLE X – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

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

**ARTICLE XII– TERM:** Contract shall be effective date signed by the County Manager and expires February 29, 2012.

**ARTICLE XIII – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$ 405.00 for completion of the work provided in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number

- Invoice Number
- Vendor Name and Address
- Description of Service

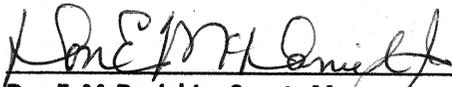
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

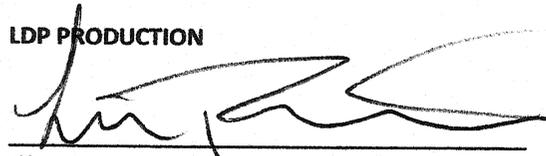
**IN WITNESS WHEREOF**, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 12/7/11

**LDP PRODUCTION**

  
\_\_\_\_\_  
Signature

Lee Patterson  
Print Name

Date: 11/23/11

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



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

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

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

**SERVICE AGREEMENT NO. 112511  
REPAC RADIO VOICE ADVERTISEMENT**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of December, **2011**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and McMurray Communication, of the Town of Safford, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Contractor shall provide radio voice commercial advertisement for the REPAC Department as follows:

Radio Commercials

Station: KAT Kountry 94.5

- Commercials shall begin November 14, 2011 and run through February 10, 2012
- Commercials shall run Monday through Friday, 6:00 am to 6:00 pm
- Five (5) thirty second (:30) spots per day
- A total of 330 spots shall be completed in a three (3) month period

Fees

Radio Commercial Spots

\$ 3,300.00

(Note: Fee includes all taxes)

**ARTICLE II – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. Contractor shall not be compensated for any work performed under the contract that is performed after receipt of a written notice terminating the contract. Upon termination under this paragraph all material, documents, reports, and data prepared by the Contractor under this contract shall become property of and be delivered to the County on demand.

**ARTICLE III – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Contractor approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

**ARTICLE V– ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

**ARTICLE VII – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his

employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE VIII – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE IX – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

**ARTICLE X – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

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

**ARTICLE XII– TERM:** Contract shall be effective date signed by the County Manager and expires February 29, 2012.

**ARTICLE XIII – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$ 3,300.00 for completion of the work provided in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number

- Invoice Number
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, two (2) 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.

**GILA COUNTY**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 12/7/11

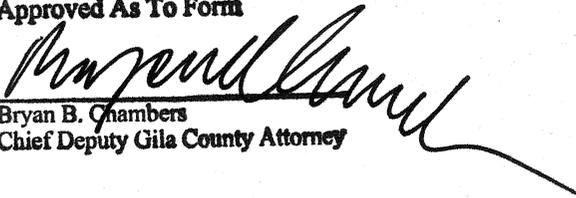
**MCMURRAY COMMUNICATION**

  
\_\_\_\_\_  
Signature

Lee Patterson  
\_\_\_\_\_  
Print Name

Date: 11/28/11

**Approved As To Form**

  
\_\_\_\_\_  
Bryan B. Chambers  
Chief Deputy Gila County Attorney

**Tommie C. Martin, District I**  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**Shirley L. Dawson, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



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

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

**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

**SERVICE AGREEMENT NO. 112911**  
**SECURITY SYSTEM INSTALLATION**  
**GUERRERO BUILDING REMODEL PROJECT**

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of December, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Stanley Security Solutions, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The Contractor shall provide for the complete provision in the scope of work below of the Security System Installation for the Guerrero Building Remodel Project in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

Contractor shall:

- Install basis card access on four (4) doors.
- Install electric strikes on all doors.
- Static IP address to controller by others.
- Conduit and 120 VAC by others.
- Program basis software at facilities building.
- Doors will read existing HID proximity cards.
- Add two (2) door release buttons.

Qty	Description	Part Number
1	BASIS Dual Reader Interface Module	BAS-1320
1	BASIS AI400ULX 12/24 VDC 4.0A Ba, Fire & Access Listed W/Cab, Altronix	AX-AL400ULX
1	Altronix AI300ULX 12/24 VDC 2.5A Ba, Fire & Access Listed W/Cab	AX-AL300ULX
4	Sentrol Door Switch ¾ Inch White	SR-1078CW
4	Ds160/161 (Radionics/Bosch) Rex Motion W/Sounder & Timer	DS16(0 OR 1)

4	Xceed ID Mini-Mullion 125 Khz Prox Reader	XF1050
2	12"x12"x4" Mult. Elec Knockouts, Heyhole	BW-BW106BP
1	BASIS DUAL CONTROLLER	BAS-2220
3	Batteries: YUASA BATTERIES	712N
4	HES electric Strikes for Cylindrical locks	HES7000
4	HES Strike Plates	HES791
2	Door Release Buttons	HUB2S

Contractor Fee:

Equipment Total	\$ 5,868.87
Labor & Installation	\$ 5,005.00
Total Install Cost	\$10,873.87

**ARTICLE II – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE III - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE IV – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the

performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE V – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor

hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

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

**ARTICLE VII– ANTI-TERRORISM WARRANTY:** Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

**ARTICLE IX – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE X – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal

measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE XI – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

**ARTICLE XII – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

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

**ARTICLE XIV– TERM:** Contract shall be effective date signed by the County Manager and expires December 31, 2011.

**ARTICLE XV – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$ 10,873.87 for completion of the project outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

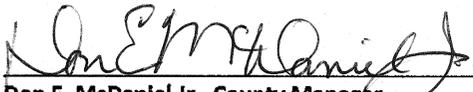
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

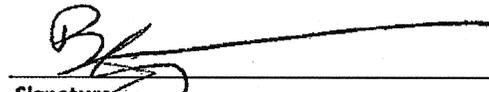
IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 12/7/11

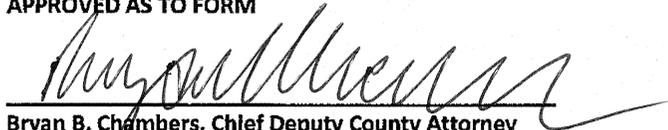
STANLEY SECURITY SOLUTIONS

  
\_\_\_\_\_  
Signature

Brian Collignon  
\_\_\_\_\_  
Print Name

Date: 11/30/11

APPROVED AS TO FORM

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

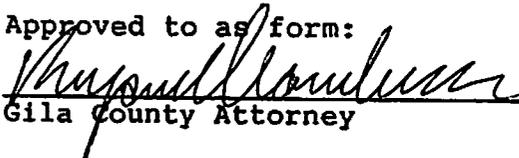
**Support and Maintenance Agreement**

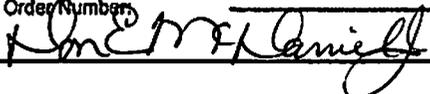
5/6/2011

Page 1

<p><u>Installation Location</u>          GILA COUNTY          RECORDER          1400 E. ASH STREET          GLOBE, AZ 85501           SADIE DALTON 928 425 3231</p>	<p><u>Description</u>          Agreement #: 31325CONSVR          Type: Premium Hardware          Amount: \$995.00          Effective: 7/21/2011 through 7/19/2012          Payment Terms: Annual  <small>Amount shown does not include applicable taxes          See attached Terms and Conditions on page 3</small></p>
---	--

<u>Covered Components</u>		
Description	LASON Tag #	Serial #
Minolta RP605Z	3566-18040	369227
MINOLTA RFC11 ROLL FILM CARRIER		2187
MINOLTA FCS FICHE CARRIER		615817

<p><u>Covered Services</u>          On-Site Support/Labor          Parts          Phone Support           Unlimited Service Calls Allowed          Includes 1 Scheduled Preventive Maintenance Call(s)</p>	<p><u>Notes or Considerations</u>          THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISIONS OF          A.R.S. 38-511           Approved to as form:            Gila County Attorney</p>
--	---

Service Location: 18040	Customer Code: CUS01168
Your Purchase Order Number: _____	P.O. Date: _____
Signature: 	Date: 12/7/11
Printed Name: Don E. McDaniel	Title: County Manager

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Board of Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes. **Supervisors**

<p><b>RETURN TO</b>          HOV Services/LASON Service Administration          11850 Hempstead Highway, Suite 270          Houston, TX 77092          Fax: 713-957-4858</p>	<p>Signature:           Authorized HOV Services/LASON Representative           Date: 07/21/2011</p>
--	--



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

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

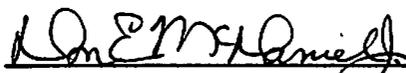
County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

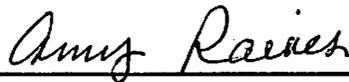
**Cancellation:** This agreement is subject to cancellation pursuant to A.R.S. §38.511.

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel, County Manager

12/17/11  
\_\_\_\_\_  
Date

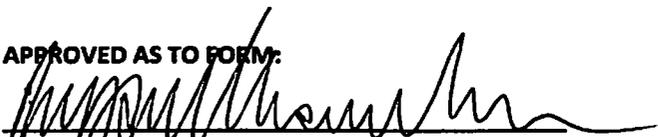
**HOV SERVICES LASON SYSTEMS INC.**

  
\_\_\_\_\_  
Individual Authorized to Sign

Amy Raines  
\_\_\_\_\_  
Print Name

Director of Maint. & Svcs.  
\_\_\_\_\_  
Title

11-28-11  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Bryan S. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

## Support and Maintenance Agreement

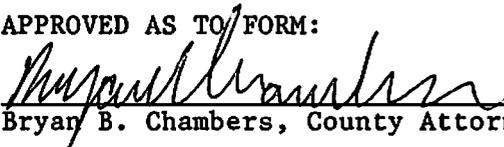
11/16/2011

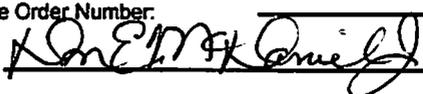
Page 1

<p><b><u>Installation Location</u></b> GILA COUNTY RECORDER 1400 E. ASH STREET GLOBE, AZ 85501  SADIE DALTON 928 425 3231</p>	<p><b><u>Description</u></b> Agreement #: 32329CONSVR Type: Premium Hardware Amount: \$825.00 Effective: 1/19/2012 through 1/17/2013 Payment Terms: Annual  <small>Amount shown does not include applicable taxes See attached Terms and Conditions on page 2</small></p>
---	---

**Covered Components**

Description	LASON Tag #	Serial #
MINOLTA RP603Z MICROFILM READER PRINTER	10614-18040	31011017
MINOLTA FCS FICHE CARRIER		6118679

<p><b><u>Covered Services</u></b> On-Site Support/Labor Parts Phone Support  Unlimited Service Calls Allowed Includes 1 Scheduled Preventive Maintenance Call(s)</p>	<p><b><u>Notes or Considerations</u></b> THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISIONS OF A.R.S. 38-511  APPROVED AS TO FORM:  Bryan B. Chambers, County Attorney</p>
--	---

Service Location: 18040	Customer Code: CUS01168
Your Purchase Order Number: _____	P.O. Date: _____
Signature: 	Date: 12/7/11
Printed Name: Don E. McDaniel	Title: County Manager

Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.

**RETURN TO**

HOV Services/LASON Service Administration  
11850 Hempstead Highway, Suite 270  
Houston, TX 77092  
Fax: 713-957-4858

  
 Signature \_\_\_\_\_ Authorized HOV Services/LASON Representative  
 Date 01/19/2012

# Support and Maintenance Agreement

## Terms and Conditions

1. The agreement is intended to provide technical support and maintenance by HOV Services for the covered components described on page one of this document and subject to the terms and conditions described herein. The agreement shall cover support and maintenance services as requested by customer except for those specified herein. All labor charges except for those specifically mentioned herein, and parts except for those specifically mentioned herein, HOV Services will be prompt connecting a labor or more means specified on page one under covered services deemed necessary to make the covered components perform in accordance with published and documented specifications. Technical support and maintenance is provided during normal business hours Monday through Friday 8:00 AM through 5:00 PM with the exception of HOV Services and customer observed holidays, unless otherwise specified on page one under covered services.

2. HOV Services shall diagnose and repair problems relative to the covered components. The customer shall promptly inform HOV Services of any problems arising from the use of these components. The disposition of diagnosed and/or reported problems concerning their severity and scheduling for repair, shall be the decision of the Customer and HOV Services. HOV Services shall perform routine preventative maintenance to the covered components on a periodic basis spaced equally throughout the term of this agreement as identified in the covered services section on page one of this agreement according to the manufacturer's specifications, and the Customer's usage requirements. This agreement may also be limited to the number of on-site service calls performed during the term of the agreement as specified in the covered services section on page one. HOV Services hereby covenants and promises that it shall provide support and maintenance to the Customer on a timely basis and in a professional manner. All HOV Services personnel performing system maintenance and support shall be factory trained and knowledgeable about the Customer's specific components and configurations.

3.1 This agreement does not cover any supply items such as: Starter Toner (developer), Toner, Glass Plate, Glass Cylinder, Paper, Fuser Oil, Bubs, Ammonia, or any other supply item. HOV Services will not be responsible for installing such items or damages incurred by not installing such items as required.

3.2 Standard Hardware Support and Maintenance Agreement. HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Consumable items such as: PC Drums, Developer Units, Fuser Rollers, Fuser Units, Imaging Units, Separator pads, Pick Feed rollers, or any other part identified by the manufacturer as consumable items shall be replaced. Supplies are not covered under this type of agreement.

Premium Hardware Support and Maintenance Agreement. HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and consumable items. Supplies items are not covered under this type of agreement.

4. Special Conditions Service Agreements Covering Computer Systems and Software

4.1 HOV Services will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV Services shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.

4.2 The manufacturer's Software License Agreement for all software products under this agreement must be in effect without default on the part of any party prior to the signing of this agreement. This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and/or supported by HOV Services, software or data recovery necessitated by Customer's failure to faithfully adhere to backup procedures, failure to maintain or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

4.4 HOV Services shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services actions necessitated by and through the above will be undertaken by HOV Services only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.

4.5 Premium System Support and Maintenance Agreement. HOV Services will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5.1 HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Part identified by the manufacturer as consumable items shall be replaced by HOV Services at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current HOV Services pricing. Supplies are not covered under this type of agreement.

5.2 HOV Services will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5.3 HOV Services will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV SERVICES shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.

5.4 This agreement does not cover travel expenses for non-scheduled emergency repairs for Customers located more than 100 miles from the HOV Services service centers in Betsville Maryland or Anaheim California. All travel expenses for such services will be billed upon completion of repair.

5.5 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and/or supported by HOV Services, software or data recovery necessitated by Customer's failure to faithfully adhere to backup procedures, failure to maintain or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

5.6 HOV Services shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services actions necessitated by and through the above will be undertaken by HOV Services only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.

5.7 The manufacturer's Software License Agreement for all software products under this agreement must be in effect without default on the part of any party prior to the signing of this agreement. HOV Services does not cover service parts, components or attachments not supplied by HOV Services or use of supplies, parts or components not meeting HOV Services and manufacturer's specifications.

7. This agreement shall be in effect for the term listed next to "Effective" and "Expiration" days on page 1 of this Preventive Maintenance Agreement. Prior to, or upon expiration of this agreement, the Customer shall be notified of the expiration of this agreement and offered a renewal agreement for a similar time period. The customer must respond to this renewal notice within 15 working days to prevent a lapse in maintenance coverage.

8. HOV Services may cancel this agreement within 30 days of written notice for the following reasons (1) if the equipment or covered components are moved from the location specified on page 1 of the PMA, (2) if the equipment or covered components are sold, leased or transferred to another party, (3) if the equipment or covered components are operated by any party not authorized by the customer. This agreement is based upon the equipment and covered components being operated normally by the customer. Any misuse or excessive use of the covered components that is not recommended by HOV Services or the manufacturer, may also allow HOV Services to cancel this PMA through written notice.

9. Payment for this agreement shall be made in accordance with the accompanying invoice. If payment is not made in accordance with the terms of the invoice, a finance charge equal to the maximum allowed rate by law shall be assessed. The Customer shall be invoiced for and agree to pay HOV Services any additional amount for devices, upgrades, speed programs, and services other than those provided to the Customer by HOV Services under this Agreement. The amount of the maintenance charges under this agreement are subject to any applicable tax, or user be assessed by any federal, state, or local authority.

10. At the end of the contract period HOV Services may change prices, terms and conditions for the new contract period due to unforeseen market changes, availability of parts, etc. beyond HOV Services' control. Customer shall receive a minimum of thirty (30) days written notice for the renewal of this agreement. Should any lapse of maintenance coverage occur, HOV Services reserves the right to invoice the Customer for any time the components were not covered under this agreement.

11. This agreement constitutes the entire agreement between HOV Services and the Customer. No amendment or waiver of the terms of this agreement may be made except by a written agreement signed by both parties. The laws of the state of Michigan will govern this agreement.

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

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

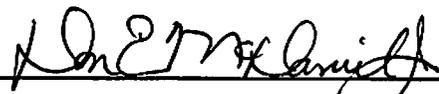
County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

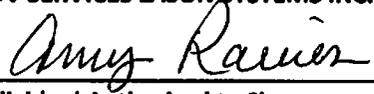
**Cancellation:** This agreement is subject to cancellation pursuant to A.R.S. §38.511.

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel, County Manager

12/7/11  
Date

**HOV SERVICES LASON SYSTEMS INC.**

  
\_\_\_\_\_  
Individual Authorized to Sign

Amy Raines  
Print Name

Director of Maint. + Svcs.  
Title

11-28-11  
Date

**APPROVED AS TO FORM:**

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

## Standard and Published Rate Schedule

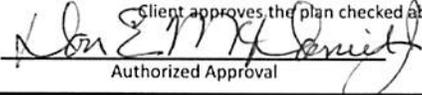
Service Contracts and Relationships to Meet Any Need

Gila County Jail, Globe Arizona

### Monthly Service Contract and Support Options

Check One	Monthly	Term	Payment
<input checked="" type="checkbox"/>	\$1,200	1 year	Pre-paid Qtrly

**Comprehensive support plan as follows:**  
 Regular system monitoring via remote VPN link  
 Complete software updates and patches  
 Unlimited telephone support  
 Five (5) Proactive Maintenance visits per year (Usually with more than 1 technician)  
 One (1) Emergency Visits per year  
 Should the site require more than 6 visits per year, Service Contract Rates below apply  
 CorrVis will provide any other spare parts and bill for parts used separately from this plan.  
 CorrVis will stock spare parts  
 This represents an annual savings, plus greatly improved service response and technical expertise.  
 CorrVis management originally designed and programmed the Gila County System.  
 Complete system administration and asset control  
 Complete history of service and repairs  
 Discounted rates for budgeted projects

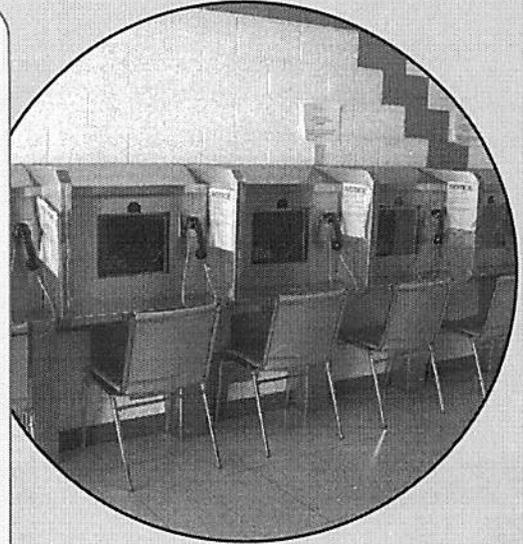
Client approves the plan checked above and authorizes quarterly payments.  
 12/7/11  
 Authorized Approval Date

LABOR SCHEDULES						
	RECOMMENDATION OPTION 1		ALTERNATE OPTION 2		ALTERNATE OPTION 3	
	Service Contract		Time and Materials		Emergency	
<b>FLAT DAILY RATE, FIRST DAY</b>						
First Technician	1400 *		3750		5000	
Second Technician	1400 *		3750		5000	
Third Technician	1400 *		3750		5000	
<b>FLAT DAILY RATE, SECOND + DAYS</b>						
First Technician	1200		2950		4200	
Second Technician	1200		2950		4200	
Third Technician	1200		2950		4200	
RESPONSE TIME BY SERVICE RELATIONSHIP						
	Service Contract		Time and Materials		Emergency	
PHONE	1	HR	8	HR	24	HR
EMERGENCY	48	HRS	7	DAYS	14	DAYS
NON-EMERGENCY	14	DAYS	30-45	DAYS	45-60	DAYS

\* Under Service Contract, "First Day Rate" is inclusive of Travel and Expenses

## The Benefits of a CorrVis Service Contract

- Most favorable response times
- Lowest service rates
  - Rates reduced even further for budgeted projects
- Unlimited phone support (24 x 7 x 365)
- Remote system monitoring and management
  - Early detection and resolution of issues
  - Trend analysis
  - Preventive maintenance
- Complete system administration
  - Asset management
  - Spare parts control, serial number tracking
  - System service history
  - Management of product warranties
- Software upgrades and patches
- Advisement and counseling on system enhancements
- Disaster recovery plans and contingencies
- Pre-testing and certification of all system components
- Support of detectives for intel stations and recording
- Recurring training as required
- Complete outsourced management of the vital video visitation system, plus the cost savings of having County personnel assisting with routine, station-level repairs
- Unique expertise specific to Gila County



## Video Visitation Service Agreement General Policies

### Warranty

Items that are still under original manufacturer warranty will be covered until expiration of such warranty. Generally, this does not include CorrVis time and expense to process items under warranty for the client. CorrVis assumes no responsibility for previous warranties issued by other companies nor will it extend those warranties. Items out of original manufacturers' warranty will be repaired or replaced based on time and materials expense. Advanced replacements are not provided.

### Spare Parts

An inventory of spare parts shall be secured on site at the facility. The inventory will be managed by CorrVis to include ordering of parts and shipping repaired or replaced items to the site. All spare parts ordered to replenish inventory depletion will be invoiced to the county. To ensure the continuity of the system, all replacement parts will be purchased through CorrVis on an as-needed basis.

### Response Time

CorrVis will regularly log into the video visitation system remotely via an established Virtual Private Network (VPN) connection to verify system

functionality, provide updates, and identify the status of the field stations. Though this action will occur on a regular basis, it may be required in some cases, that a CorrVis representative travel to the site for more complex issues. CorrVis will work with local support staff of the county to resolve issues that may arise via the remote VPN connection. CorrVis will respond to emergency situations within 1 hour via telephone and up to 48 hours onsite for service contract customers.

### Travel

Under a service agreement, CorrVis is responsible for all travel expenses when visits are scheduled 14 days in advance. Any travel during emergency or non-agreement circumstances are subject to invoice prior to responding to service calls.

### Rates

Rates for service agreements are as outlined. CorrVis has a standard reduced rate that applies to service agreements. For all emergency and non-agreement relationships, the rate will be for time, materials, expenses and may require a deposit prior to responding to the service call.

# CORRVIS



Correctional Visitation Technologies, Inc.

Approved and Agreed:

Nicholas Temple, President	<i>Nicholas Temple</i>	11/21/11
Gila County Manager	<i>Donna St. Daniel</i>	12/7/11
Approved as to form		
Bryan B. Chambers Chief Deputy County Attorney	<i>Bryan B. Chambers</i>	12-5-11

This agreement shall become effective November 1, 2011 and expire October 31, 2012.

**ADDENDUM TO CORRVIS SERVICE CONTRACT NOVEMBER 1, 2011**

**CANCELLATION PURSUANT TO A.R.S. §38-511**

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

**ANTI-TERRORISM CERTIFICATION**

Pursuant to A.R.S. §§ 35-391 through 35-393.06, CorrVis certifies by signing this Contract that it does not have scrutinized business operations in Iran or Sudan and that it is in compliance with the Export Administration Act and not on the Excluded Parties List.

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

Any breach of CorrVis'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 CorrVis 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, CorrVis 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.

CorrVis 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."

**Master Purchase Agreement**

Check Applicable Box

Purchase

Lease

Other: Baystone Financial

<b>INVOICE TO</b> Account #	<b>SOLD TO</b> Account #	<b>SHIP TO</b> Account #
Legal Name <u>Kansas State Bank of Manhattan</u>	Legal Name <u>Gila County Health Department</u>	Legal Name <u>Health &amp; Emergency Services Division</u>
Attn Line 1 <u>aka Baystone Financial Group</u>	Attn Line 1 <u>Michael O'Driscoll</u>	Attn Line 1 <u>Sarah White</u>
Attn Line 2 <u>William Bauman</u>	Attn Line 2 <u>(928) 402-8811</u>	Attn Line 2 <u>(928) 402-8761</u>
Street Address <u>1680 Charles Place</u>	Street Address <u>1400 East Ash Street</u>	Street Address <u>5515 South Apache Ave. Suite 100</u>
City <u>Manhattan</u> State <u>KS</u> Zip <u>66502</u>	City <u>Globe</u> State <u>AZ</u> Zip <u>85501</u>	City <u>Globe</u> State <u>AZ</u> Zip <u>85501</u>
Tax Exempt <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)	Tax Exempt # _____	P.O. Expiration Date _____
P.O. Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)	P.O. # _____	

<b>Payment Terms:</b> Net 30 (\$296.70 / mo. 36 months)	<b>Card Type</b> _____	<b>Name on Card</b> _____	<b>Amount</b> _____
	<b>Authorized Credit Card Amount:</b> _____	<b>(plus applicable taxes)</b>	<b>Check #</b> _____
	<b>Credit Card #</b> _____	<b>Expiration Date</b> _____	

**Requested Delivery Date:** 12/15/2011      **Maintenance Contract**  Accepted  Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
		MESC Contract # 10i-KMBS-0127	Baystone Financial Group		
1	A1DM011	bizhub C-652DS Dual Scan	aka Kansas State Bank of Manhattan	\$ 6,053.00	\$ 6,053.00
1	A03N0Y1	LU-301 Large Capacity Unit (3,000/Letter)	Mohave Contract Number 08i-BFG-0126	\$ 512.00	\$ 512.00
1	A11PWY1	FS-526 Finisher (100 sheet)	.031437 Lease Rate Factor (36 month term)	\$ 969.00	\$ 969.00
1	A11TW11	PK-516 Punch Kit (2/3 Holes) for FS-526	=8635*1.093	\$ 240.00	\$ 240.00
1	A0W4WY1	WT-506 Working Table	9438.06	\$ 28.00	\$ 28.00
1	7640001107	D5143NT Power Filter (120 volt, 20 Amps.)	Monthly Payments \$296.70 Post AZ Taxes	\$ 79.00	\$ 79.00
1	A10CWY1	JS-602 Job Separator Tray (3rd Output Tray) fo		\$ 140.00	\$ 140.00
1	15LB	FK-502 Fax Board		\$ 330.00	\$ 330.00
1	A0YAWY1	MK-720 Mount Kit		\$ 34.00	\$ 34.00
1	7640015657	bizhub Secure (HD Security Protection)		\$ 250.00	\$ 250.00
1	4599141	Staples for the FS-526 (3 X 5000)			\$ -

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
1	AOTM130	Black Toner	N/A	
1	AOTM430	Cyan Toner	N/A	
1	AOTM330	Magenta Toner	N/A	
1	AOTM230	Yellow Toner	N/A	
		DELIVERY CHARGE	N/A	
		INSTALLATION CHARGE	N/A	

**Additional Charges:**

Network \_\_\_\_\_  Removal \_\_\_\_\_  Other \_\_\_\_\_

**Additional Charges TOTAL** \$ 8,635.00  
(TOTAL is exclusive of applicable taxes)

**Pick-Up** \_\_\_\_\_ **Requested Removal Date:** SAME AS DELIVERY

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

**Comments**

*This agreement incorporates Schedule A KMBS Modified Sales Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.*

<b>Customer Name</b> <u>Don E. McDaniel</u>	<b>KMBS Representative</b> <u>[Signature]</u> <u>11/20/11</u>
<b>Signature</b> <u>[Signature]</u> <u>12/7/11</u>	<b>KMBS Manager</b> <u>[Signature]</u> <u>11/21/11</u>
<b>Title</b> <u>Gila County Manager</u>	

**INTERNAL KMBS USE ONLY**

**CONTACT INFORMATION**

<b>Pre-Call / Confirmation Contact</b>			<b>Phone</b>	<b>E-Mail Address</b>	
Sarah White			(928) 402-8761	swhite@co.gila.az.us	
<b>Primary Delivery Contact</b>			<b>Phone</b>	<b>Alternate Delivery Contact</b>	<b>Phone</b>
Sarah White			(928) 402-8761	Cassandra Villegas	(928) 402-4355
<b>Accounts Payable Contact</b>			<b>Phone</b>	<b>E-Mail Address</b>	
Cassandra Villegas			(928) 402-4355	cvillegas@co.gila.az.us	
<b>Meter Contact</b>			<b>Phone</b>	<b>E-Mail Address (Meters)</b>	<b>Fax Number (Meters)</b>
Sarah White			(928) 402-8761	swhite@co.gila.az.us	
<b>Sales Rep</b>	<b>Sales Rep #</b>	<b>Split %</b>	<b>Phone</b>	<b>Sales Rep Name (Please Print)</b>	
Originating / Lead	9415280	50%	(602) 531-2910	Jay W. Douglas	
Order Taking / Selling	9415280	25%	(602) 531-2910	Jay W. Douglas	
Servicing / Installing	9415280	25%	(602) 531-2910	Jay W. Douglas	
Sales District #	94109	100%	<b>Split % Approval (unless over-riden by Master Agreement):</b>		

**ADDITIONAL ORDER INFORMATION**

**Customer Type**

State Government  
  Federal Government  
  Key Account  
  National  
  Print for Pay  
  OPS  
  Other  
  Commercial/Local (Branch)

**Deduction(s):**

Lease Reimb/Rebate (ZLEA): \_\_\_\_\_  
  Service (ZSVC) \_\_\_\_\_  
  Shipping (ZADY) \_\_\_\_\_  
  Other (ZMOT) \_\_\_\_\_ Describe: \_\_\_\_\_

**Additional Documents & Attachments:**

Buyout Quote/Letter  
  Check (Copy)  
  Credit Application  
  Contingency Demo Acknowledgement  
  DNA w/ vCare #: \_\_\_\_\_ If checked indicate #  
  Equipment Removal Authorization  
  Lease Document with Approval  
  Lease Reimbursement/Rebate  
  Price Exception  
  Purchase Order  
  Tax Exempt Certificate  
  Other \_\_\_\_\_ Describe: \_\_\_\_\_

Delivery  Pick-Up (See Pg 1)  No Movement  Dealer Install  New Customer  → CRM Row ID# \_\_\_\_\_

Object Type: \_\_\_\_\_ Date/Time Submitted to Admin: \_\_\_\_\_

Lease #: \_\_\_\_\_ Date Document Sent to Lease Company: \_\_\_\_\_

**AGREEMENT INFORMATION**

PE # <u>0825104-R072711</u>	Agreement <u>10i-KMBS-0127</u>	Customer Code 1 <u>Mohave Educational Services Cooperative</u>
Promotion # _____	Subfleet / Price Plan _____ / _____	Customer Code 2 <u>Master Agreement 40038415</u>
		Customer Code 3 _____

**COMMENTS & SPECIAL INSTRUCTIONS**

**PRE-CALL / CONFIRMATION INFORMATION**

SPOKE WITH: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Confirmed Ship To Address  
  Confirmed Delivery Contact  
  Confirmed Alternate Contact  
  Confirmed Telephone #

Delivery Entrance  Yes  No  
 Is Site Ready  Yes  No  
 Delivery Hours \_\_\_\_\_ AM to \_\_\_\_\_ PM

Front  Back  Side  
 If No, When \_\_\_\_\_  
 Mon  Tues  Wed  Thurs  Fri

Loading Dock  Yes  No  
 Elevator  Yes  No  
 Equipment Pick-up required  Yes  No

Stairs  Yes  No If yes, how many \_\_\_\_\_  
 Turns or Landings  Yes  No If yes, how many \_\_\_\_\_

Special requirements (i.e. certificate of insurance, security check, customer comments, etc)

---

unable to reach the customer, list date/time attempted      1st call: \_\_\_\_\_      2nd call: \_\_\_\_\_      3rd call: \_\_\_\_\_

Intermediate Consignee _____	KIT # _____		
Order Package Edited By: _____ Date: _____	Credit Approval: _____ Date: _____		
1LES ORDER # _____	3rd Party Order # _____	PICK-UP ORDER # _____	SUPPLY ORDER # _____
DELIVERY DOC # _____	PO# _____	DELIVERY DOC # _____	DELIVERY DOC # _____



KONICA MINOLTA

**SCHEDULE A**

**KMBS MODIFIED SALES TERMS AND CONDITIONS**

**for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESOC)**

The following terms and conditions shall apply should the Customer elect to purchase equipment outright:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. **NO CASH PAYMENTS ACCEPTED.** Accepted manners of payment are by major credit card or checks made payable to KMBS.
  
2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.
  
3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.
  
4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



KONICA MINOLTA

**SCHEDULE A**

**KMBS MODIFIED SALES TERMS AND CONDITIONS  
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)**

5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona consents to jurisdiction in that forum.
  
6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
  
7. **SEVERABILITY:** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
  
8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.
  
9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.
  
10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.
  
11. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.



KONICA MINOLTA

**SCHEDULE A**

**KMBS MODIFIED SALES TERMS AND CONDITIONS  
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESOC)**

12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

13. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

14. **ENTIRE AGREEMENT:** The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

***November 26, 2011 to December 2, 2011***

<b>Number</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
111511	Weatherization Project HH5127	\$ 1, 665.92	11-30-11 to 2-15-12	11-30-11	Expires	Construction, labor and materials for Community Services weatherization project HH5127
111611	Weatherization Project HH7947	\$ 11,836.80	11-30-11 to 2-15-12	11-30-11	Expires	Construction, labor and materials for Community Service weatherization project HH7947
111711	Weatherization Project HH8962	\$ 11,568.28	11-30-11 to 2-15-12	11-30-11	Expires	Construction, labor and materials for Community Service weatherization project HH8962
112111	Weatherization Project HH5410	\$ 9,796.00	11-30-11 to 2-29-12	11-30-11	Expires	Construction, labor and materials for Community Service weatherization project HH5410

***December 3, 2011 to December 9, 2011***

<b>Number</b>	<b>Title</b>	<b>Amount</b>	<b>Term</b>	<b>Approved</b>	<b>Renewal Option</b>	<b>Summary</b>
112311	Thermostat Work for Guerrero Building	\$ 3,665.00	12-7-11 to 12-23-11	12-7-11	Expires	Labor, material and installation of 5 existing thermostats and one new thermostat for the Guerrero Building.
112411	REPAC Radio Voice Advertisement	\$ 405.00	12-7-11 to 2-29-12	12-7-11	Expires	Radio voice commercial recordings for REPAC.
112511	REPAC Radio Voice Commercial Advertisement	\$ 3,300.00	12-7-11 to 2-29-11	12-7-11	Expires	Advertisement of voice recordings for REPAC commercials.
112911	Security System Installation for Guerrero Building	\$ 10,873.87	12-7-11 to 12-31-11	12-7-11	Expires	Labor, materials and installation for the security system in the Guerrero Building.
31325CONSVR	Copier Support & Maintenance Agreement Minolta RFC11 Roll	\$ 995.00	7-1-11 to 7-19-12	12-7-11	Expires	Support and maintenance agreement for Minolta RFC11 roll film carrier, microfilm reader for Recorders

	Film Microfilm Carrier					Office.
32329CONSVR	Support & Maintenance Agreement Minolta RP603Z Microfilm Reader Printer	\$ 825.00	12-7-11 to 1-17-13	12-7-11	Expires	Support and maintenance for Records Office Minolta RP603Z Microfilm Reader Printer Fiche Carrier.
	Buzhub Copier Lease Agreement	\$ 21,362.40	12-6-11 to 12-5-2014	12-7-11	Expires	Finance/ownership contract for (2) bizub c-652 copiers for Health Department.
	Video Visitation Service Agreement	\$ 14,400.00	11-1-11 to 10-31-12	12-7-11	Expires	Maintenance and Service agreement for video visitation system located in the SO Jail lobby.