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, JANUARY 24, 2012 - 10 A.M.
R E V I S E D

1 Call to Order - Pledge of Allegiance – Invocation

2 **PRESENTATIONS:**

A Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Officer Lorenzo Ortiz of the Payson Police Department.

3 **PUBLIC HEARINGS:**

A **Public Hearing** - Information/Discussion/Action to approve Order No. LL-11-05, an application submitted by Marie Ann Petroff for a new Series 13 domestic farm winery license for the Pleasant Valley Winery located at 3023 Walnut Creek Road, Young, Arizona. **(Marian Sheppard)**

4 **REGULAR AGENDA ITEMS:**

A Information/Discussion/Action to continue a public hearing held by the Board of Supervisors on January 10, 2012, to consider the adoption of Resolution No. 12-01-03 regarding Gila County Planning and Zoning Department Case No. CUP-11-02, an application submitted by William Jacobs for a Conditional Use Permit on Gila County Assessor's tax parcel numbers 302-32-031A and 302-32-032A located at 469 and 527 W. Eleanor Drive in East Verde Park, Payson, Arizona; approval will allow parcels to be used as a church retreat with conditions.
(Robert Gould)

B Information/Discussion/Action to adopt Resolution No. 11-12-01, which authorizes entering into an Intergovernmental Service Agreement between the Tonto Apache Tribe and Gila County, on behalf of the Gila County Juvenile Detention Center, allowing the Gila County Juvenile Detention Center to provide contracted bed space for tribal juvenile offenders at the negotiated rate of $131.40 per day per juvenile beginning on the effective date through September 30, 2016. **(Kendall Rhyne)**

C Information/Discussion/Action authorizing the Division of Health & Emergency Services to electronically submit the Quality Improvement Award Program grant application to the Robert Wood Johnson Foundation to complete a quality improvement project in the amount of $5,000. **(Michael O'Driscoll)**

D Information/Discussion/Action to approve the County's use of the City of Tempe Contract No. 108-186-01 between Gila County and Stanley Convergent Security Solution, Inc., whereby the contractor will provide security system installation and maintenance to Gila County from December 20, 2011, to August 17, 2012. **(Steve Stratton)**

E Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 091411-1 for the purchase of new fleet vehicles as specified; award to the lowest, responsible and qualified bidders; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Stratton)**

F Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the Tonto National Forest regarding the Environmental Assessment for Motorized Travel Management. **(Jacque Griffin)**

5 **CONSENT AGENDA ACTION ITEMS:**

A Authorization of the Chairman's signature on the request to re-advertise Invitation for Bids No. 092111-2 for the purchase of CRS-2 chip seal oil for Gila County road repair and maintenance.

B Approval of Amendment No. 2 to Contract No. 07012011-12 between the Arizona Community Action Association and the Gila County Division of Community Services, Community Action Program, allocating SemStream Arizona Propane Program funds in the amount of $10,399 in order to provide propane assistance to eligible families residing in Gila County for the period July 1, 2011, through June 30, 2012.

C Authorization for the Chairman to sign the attached agreements to distribute LTAF II (Local Area Transportation Funds) funds, as follows: Intergovernmental Agreements with the Town of Star Valley for $1,250, City of Globe for $5,000, Town of Miami Senior Center for $1,250, and Town of Miami Cobre Valley Community Transit Program for $18,534; and Transit Agreements with the Payson Senior Center for $5,000, Time Out, Inc. for $1,250, and the Boys and Girls Club of Globe for $1,250.

D Authorization for the Chairman's signature on Amendment No.1 to an Intergovernmental Agreement (Contract No. ADHS12-007886) which pertains to a Public Health Emergency Preparedness Grant that is between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services.

E Approval to reappoint the following members to the Gila County Building Safety Advisory and Appeals Board for an additional 4-year term: Mike Hanich from January 1, 2012, to December 31, 2015; and Peter Oddonetto from January 1, 2012, to December 31, 2015.

F Approval of the appointment of the following precinct committeeman as submitted by the Gila County Republican Committee: Payson 3 Precinct - Vincent Xavier Grennon.

G Approval of a Special Event Liquor License Application submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor on February 11, 2012, at the Sheriff's Posse Valentine Dance.

H Approval of the November 2011 monthly departmental activity report submitted by the Globe Regional Justice Court.

I Approval of the December 2011 monthly departmental activity report submitted by the Globe Regional Justice Court.

J Approval of the December 2011 monthly departmental activity report submitted by the Payson Regional Justice Court.

K Approval of the December 2011 monthly departmental activity report submitted by the Payson Regional Constable.

L Approval of the November 2011 monthly departmental activity report submitted by the Recorder's Office.

M Approval of the April 26, 2011, and July 5, 2011, BOS meeting minutes.

N Acknowledgment of contracts under $50,000 which have been approved by the County Manager for weeks of December 24, 2011 to December 30, 2011, and December 31, 2011 to January 6, 2012.

O Approval of finance reports/demands/transfers for the weeks of January 17, 2012, and January 24, 2012.

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

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

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

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

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

ARF-970 **Presentation Agenda Item 2- A**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted For: Daisy Flores, County Attorney

Submitted By: Sharon Listiak, Public Agency Courts Liaison, County Attorney

Department: County Attorney

Presenter's Name: Daisy Flores, Gila County Attorney

Information

Request/Subject

Presentation of Officer of the Quarter by Daisy Flores, Gila County Attorney, to Officer Lorenzo Ortiz of the Payson Police Department.

Background Information

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

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Officer Lorenzo Ortiz of the Payson Police Department.

ARF-1045 **Public Hearing 3- A**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted For: Marian Sheppard, Chief Deputy Clerk, BOS

Submitted By: Marian Sheppard, Chief Deputy Clerk, BOS, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name: Marian Sheppard

Information

Request/Subject

Gila County Order No. LL-11-05 - Pleasant Valley Winery Liquor License Application

Background Information

On April 5, 2011, the Gila County Board of Supervisors held a public hearing regarding Gila County liquor license application number LL-11-03 that pertained to a Series 13 liquor license application submitted by Marie Ann Petroff for the Pleasant Valley Winery located at 253B S. Cody Road, Young, Arizona. At that time the BOS issued an approval recommendation to the State Department of Liquor Licenses and Control (Department) and subsequently the Department approved the application and issued the license to Ms. Petroff. The headquarters of the Pleasant Valley Winery has since moved to 3023 Walnut Creek Road, Young, Arizona; which is a short distance from the previous location; however, the Department requires that a new liquor license application be submitted.

On December 9, 2011, Ms. Petroff submitted an application to the Department for a new Series 13 domestic farm winery license for the Pleasant Valley Winery located at 3023 Walnut Creek Road in Young. Part of the statutory process is once the Department accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body conducting a public hearing and reviewing the application, a recommendation is then issued by the local governing, which in Gila County it is the Board of Supervisors (Board), to the Department to either approve, deny or issue a "no recommendation" decision.

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

Evaluation

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

Conclusion

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

Recommendation

The Chief Deputy Clerk of the Board of Supervisors recommends that the Board issue an approval recommendation to the Department for this liquor license;
otherwise, consider issuing a different recommendation to the Department should any person appear before the Board during the public hearing, who is in opposition to this license.

Suggested Motion

Public Hearing - Information/Discussion/Action to approve Order No. LL-11-05, an application submitted by Marie Ann Petroff for a new Series 13 domestic farm winery license for the Pleasant Valley Winery located at 3023 Walnut Creek Road, Young, Arizona. **(Marian Sheppard)**

Attachments

Pleasant Valley Winery Liquor License Application for 1-24-12

Internal Review for Pleasant Valley Winery for 1-24-12

Order No. LL-11-05 for Pleasant Valley Winery for 1-24-12

'11 DEC 8 Liq. Lic. PM 2:00

LL-11-05

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

11 NOV 4 Liq. Lic. PM 1:06

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): ~~13043001~~ 13043002

1. Type of License(s): Domestic Farm Winery $100
2. Total fees attached: $ 100.00 (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

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

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Ms. Petroff (Last) Marie (First) Ann (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Pleasant Valley Winery
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 3023 Walnut Creek Road (Do not use PO Box Number) Young (City) Gila (County) 85554 (Zip)
5. Business Phone: 928 462-3107 Daytime Contact: 866 558-2734, Ext. 4484
6. Is the business located within the incorporated limits of the above city or town? ☐YES ☒NO
7. Mailing Address: P.O. Box 31 Young (City) Az (State) 85554 (Zip)
8. Price paid for license only bar, beer and wine, or liquor store: Type N/A $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 Application ____ Interim Permit ____ Agent Change ____ Club ____ Finger Prints $ 100.00 TOTAL OF ALL FEES

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

Accepted by: AC Date: 12/9/2011 Lic. # 13043002

July 2010

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

AMENDMENT

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

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees LICENSE #(s): ~~13043001~~ 13043002

1. Type of License(s): Domestic Farm Winery $100
2. Total fees attached: $ 100.00 (Department Use Only)

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

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

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Ms. Petroff (Last) Marie (First) Ann (Middle)
(Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: _____
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Pleasant Valley Winery
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 3023 Walnut Creek Road (Do not use PO Box Number) Young (City) Gila (County) 85554 (Zip)
5. Business Phone: 866 558-2734, Ext. 4484 Daytime Contact: 866 558-2734, Ext. 4484 PREMISE 928 462-3107
6. Is the business located within the incorporated limits of the above city or town? ☐YES ☒NO
7. Mailing Address: P.O. Box 31 Young (City) Az (State) 85554 (Zip)
8. Price paid for license only bar, beer and wine, or liquor store: Type N/A $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 100.00 Application ____ Interim Permit ____ Agent Change ____ Club ____ Finger Prints $ 100.00 **TOTAL OF ALL FEES**

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

Accepted by: AC Date: 12/9/2011 Lic. # 13043002

July 2010

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

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

'11 DEC 07 Liq Lic Dept 2 PM 2 06

2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 13043001
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use?_____

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

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

X_____ (Signature)

My commission expires on: _____

State of _____ County of _____

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

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Petroff	Marie	Ann	100	P.O. Box 31	Young, Az 85554

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

General-Limited	Last First Middle	% Owned	Mailing Address City State Zip
☐ ☐	N/A		
☐ ☐			
☐ ☐			
☐ ☐			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last First Middle	Mailing Address City, State, Zip	Telephone#
N/A		

SECTION 7 Corporation/Limited Liability Co.:

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

☐ CORPORATION ***Complete questions 1, 2, 3, 5, 6, 7, and 8.***

☐ L.L.C. ***Complete 1, 2, 4, 5, 6, 7, and 8.***

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

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____
Last First Middle

'11 NOV 4 Liq. Dept PM 1:06
'11 DEC 7 Liq. Dept PM 2:22

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

1. Governmental Entity: _____

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

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

SECTION 11 Person to Person Transfer:

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

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)

3. Current Business Name: _____
(Exactly as it appears on license)

4. Physical Street Location of Business: Street _____
City, State, Zip _____

5. License Type: _____ License Number: _____

6. If more than one license to be transfered: License Type: _____ License Number: _____

7. Current Mailing Address: Street _____
(Other than business)
City, State, Zip _____

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

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

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

_____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ _____
Day Month Year

My commission expires on: _____

_____
(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

'11 NOV 4 Liqr. Dept PM 1 06

'11 DEC 7 Liqr. Dept PM 2 22

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____
2. New Business: (Physical Street Location) Name _____
   Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 20,000 ft. Name of school Young Public School
   Address 46878 Highway 288 Young, Az 85554
   City, State, Zip
2. Distance to nearest church: 22,000 ft. Name of church Church of Jesus Christ of LDS
   Address 47280 Highway 288 Young, Az 85554
   City, State, Zip
3. I am the: ☐ Lessee ☐ Sublessee ☒ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name _____
   Address _____
   City, State, Zip

4a. Monthly rental/lease rate $_____ What is the remaining length of the lease ___ yrs. ____mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ Ø
   Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Wine Manufacturing and Sale

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation.

'11 NOV 4 Liq. Dept PM 1:05

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

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

SECTION 14 Restaurant or hotel/motel license applicants:

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

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

_____
applicant's signature

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

_____
applicants initials

'11 DEC 8 Liq. Lic. PM 2:00

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

1. Check **ALL** boxes that apply to your business:

☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
If yes, what is your estimated opening date? 12/1/2011
month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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

MP
applicants initials

AMENDMENT

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
   ☐ YES ☒ NO If yes, attach explanation.

'11 NOV 4 Eng. Dept PM 2:22 '11 DEC 7 Liquor Dept PM 2:22

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:

License # 13043001 (exactly as it appears on license) Name Marie Ann Petroff

---

SECTION 14 Restaurant or hotel/motel license applicants:

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

   _____ and license #: _____
   Last First Middle

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

   _____
   applicant's signature

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

   _____
   applicants initials

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

1. Check **ALL** boxes that apply to your business:

   ☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous
   ☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
   If yes, what is your estimated opening date? 12/1/2011
   month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

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

MP
applicants initials

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

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

DIAGRAMS ATTACHED

'11 NOV 4 Liq. Dept PM 1:06

SECTION 16 Signature Block

I, MARIE ANN PETROFF, hereby declare that I am the OWNER/AGENT filing this
(print full name of applicant)
application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Marie Ann Petroff
(signature of applicant listed in Section 4, Question 1)

CURTIS CORTEZ
Notary Public - Arizona
Gila County
My Comm. Expires Dec 7, 2013

State of ARIZONA County of GILA

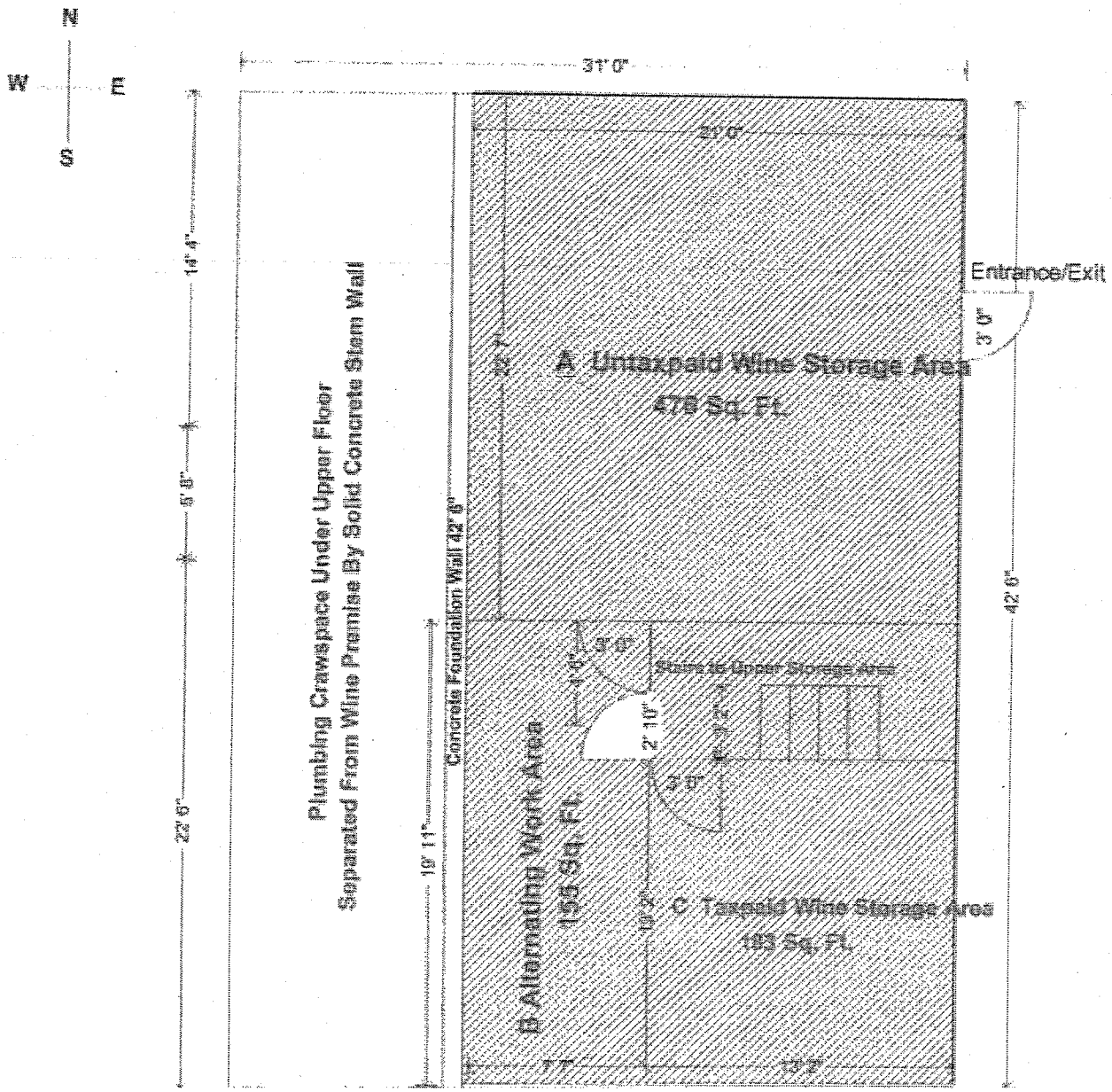
The foregoing instrument was acknowledged before me this

11ST of NOV., 2011
Day Month Year

My commission expires on : 12-7-13
Day Month Year

signature of NOTARY PUBLIC

SN1 Page 3
3023 Walnut Creek Road
Ground Floor

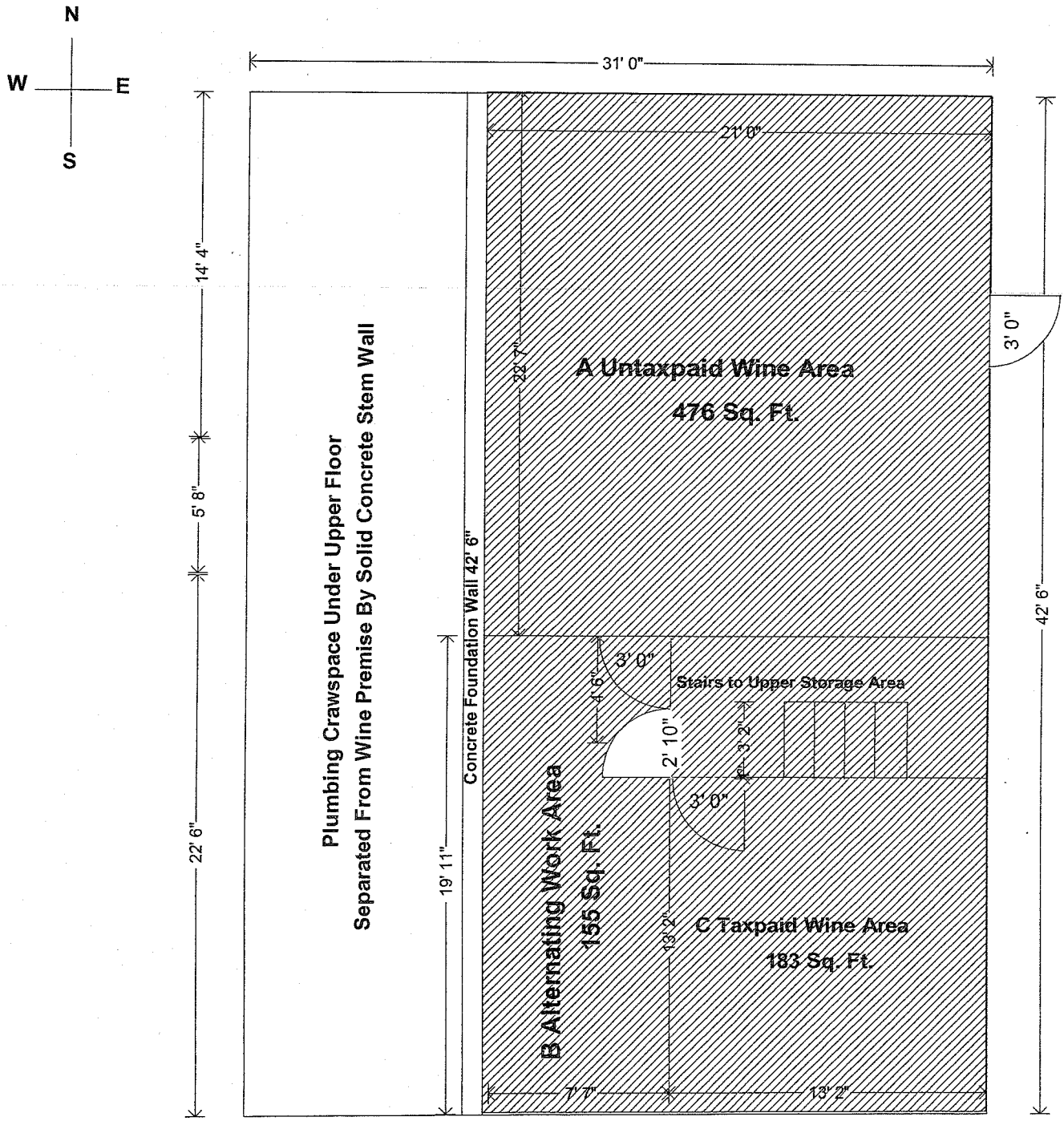


'11 DEC 8 Liqr. Lic. PM 2:00

AMENDMENT

'11 DEC 7 Liq. Dept PM 2:22
'11 NOV 4 Liq. Dept PM 1:07

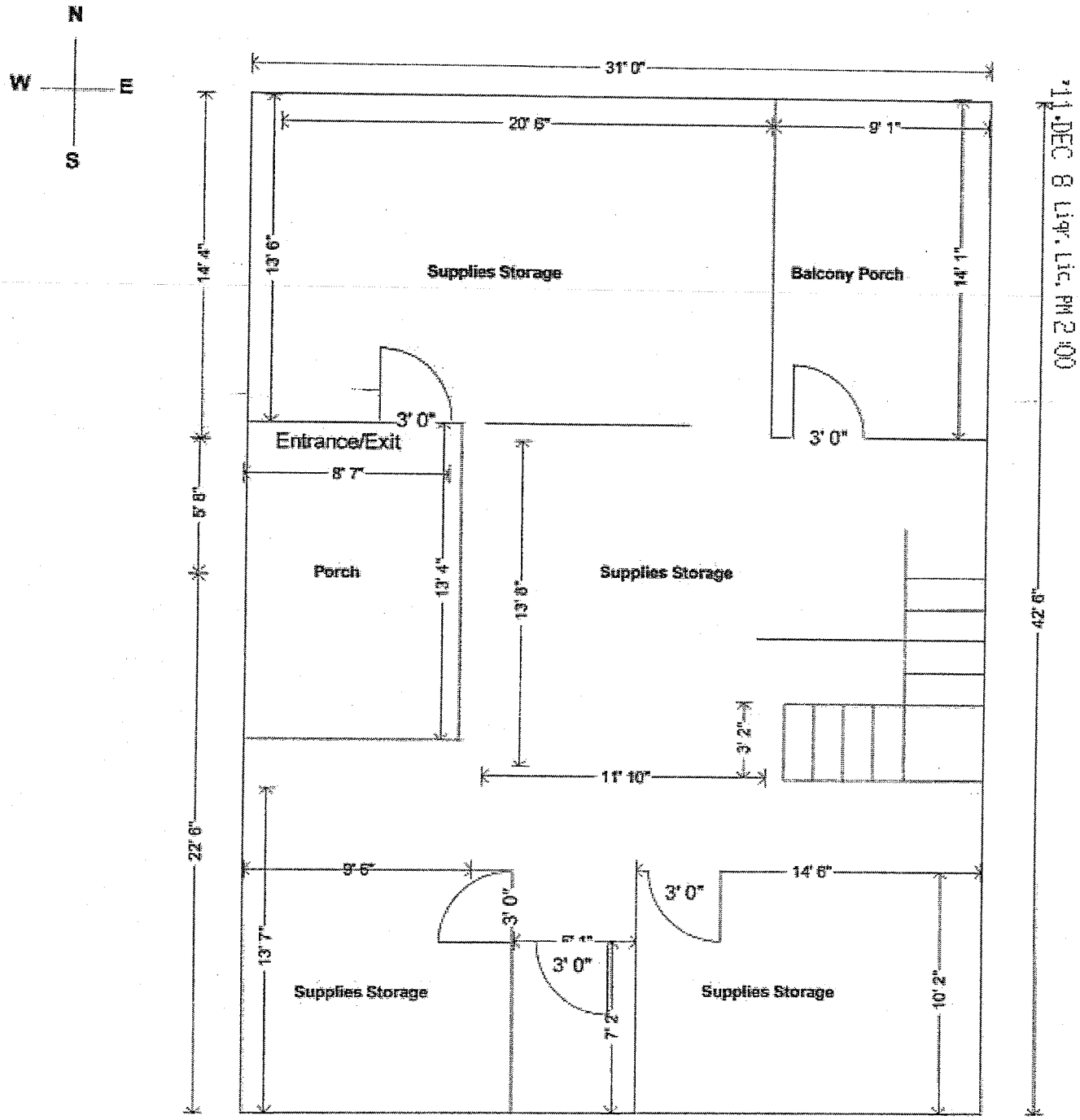
SN1 Page 3
3023 Walnut Creek Road
Ground Floor



SN1 Page 4

3023 Walnut Creek Road

Upper Floor



AMENDMENT

11 DEC 8 Liq. Lic. PM 2:00

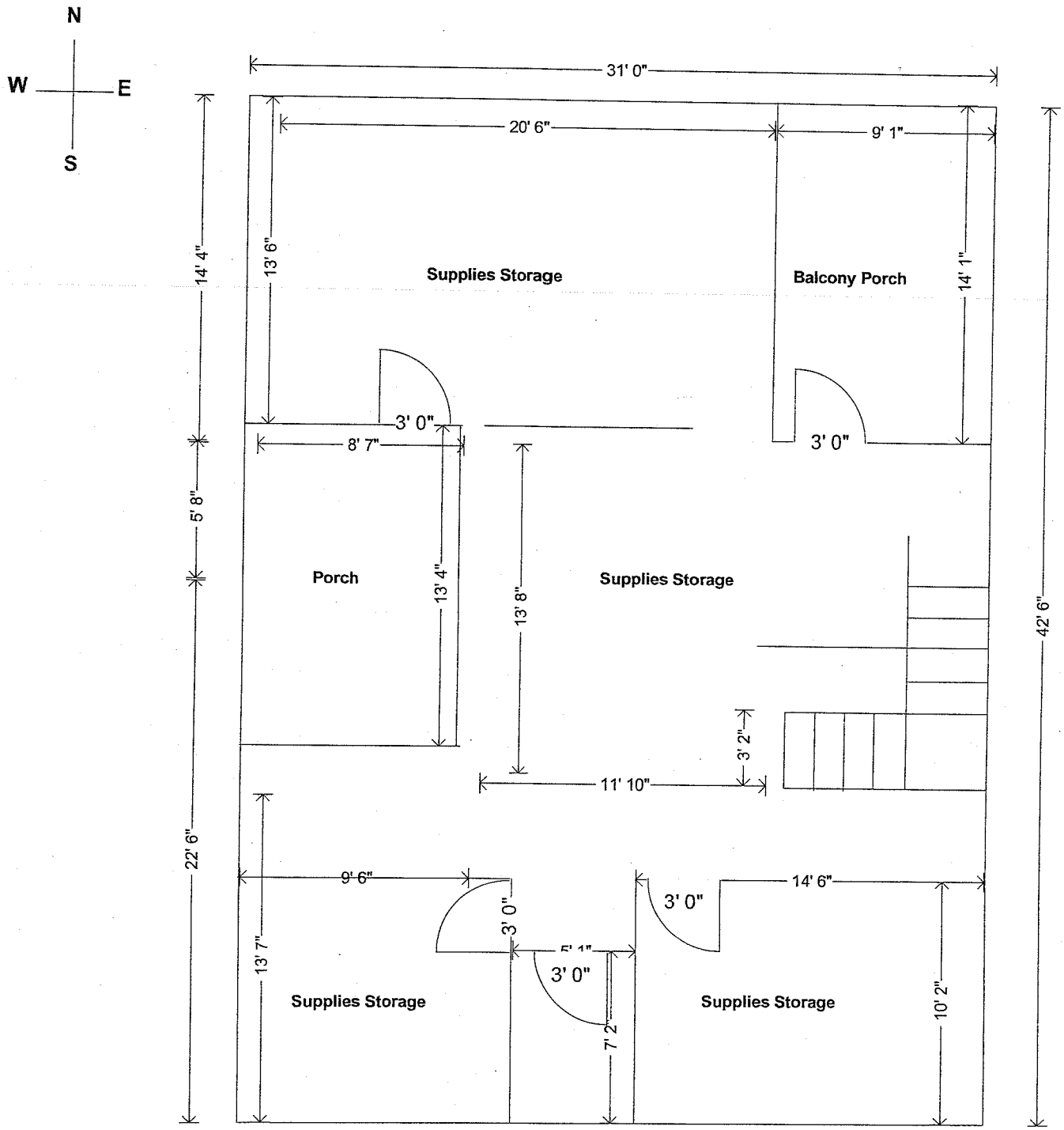
'11 DEC 7 Liqr. Dept PM 2:22

'11 NOV 4 Liqr. Dept PM 1:07

SN1 Page 4

3023 Walnut Creek Road

Upper Floor



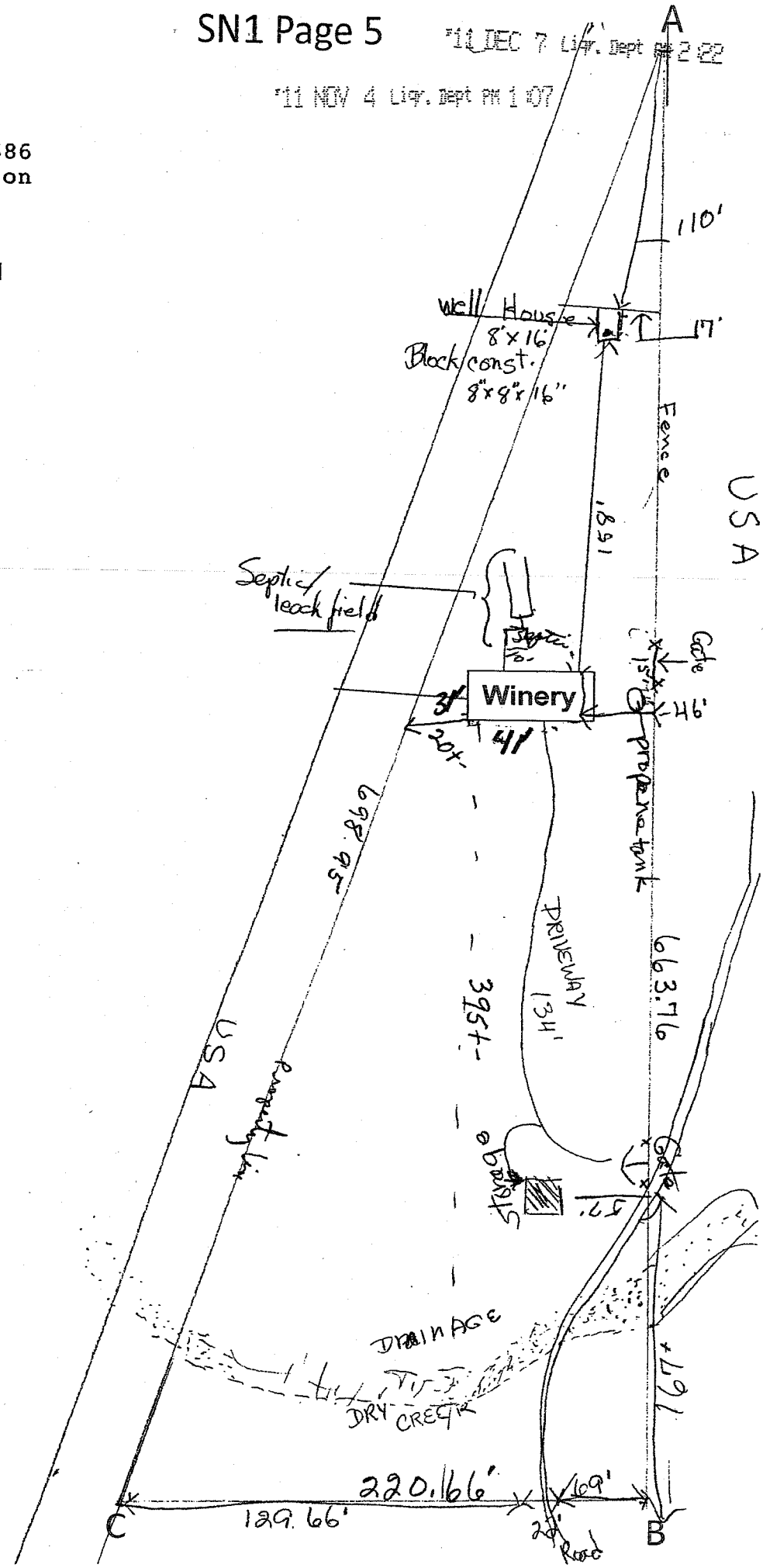
'11 DEC 7 Liq. Dept PM 2:22
'11 NOV 4 Liq. Dept PM 1:07

SITE PLAN

Tax Roll Number 34586
Parcel Identification
305-07-001E 8

3023 Walnut Creek Road
Young, Az 85554

Scale: 1" =64'



360

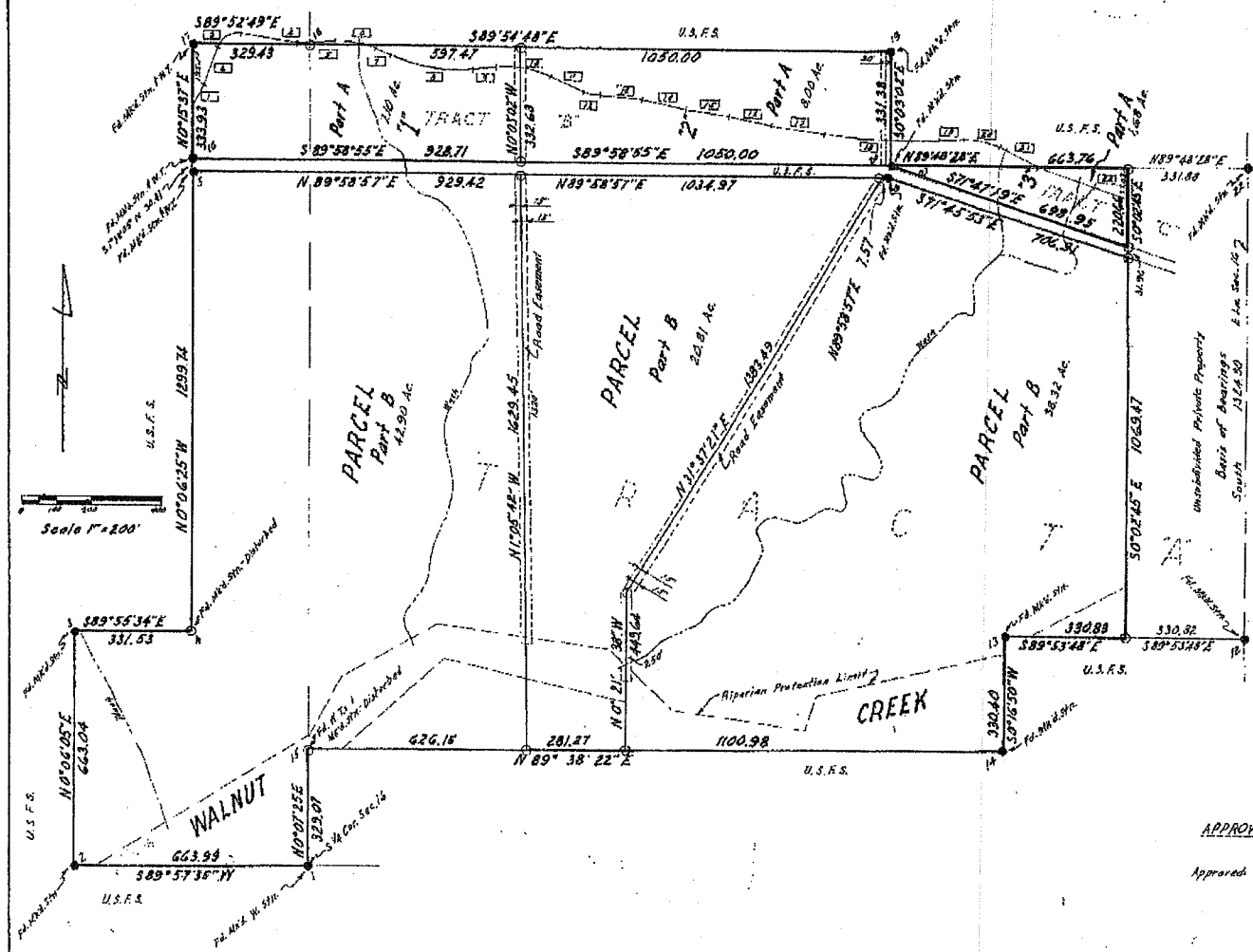
RESULTS OF SURVEY
MINOR LAND DIVISION
Part H.E.S. 143
Part Sec. 16, T9N, R13E
G&SRM, Gila Co. Ariz.
Okt. 122, Pg. 415

582291

STATE OF ARIZONA, County of Gila, ss.
I do hereby certify that the within instrument was filed and recorded at request of Charles Bradshaw
Date Oct. 17, 1989 Time 11:40 A.M. Map No. 26C
Records of Gila County, Arizona.
WITNESS my hand and official seal the day and year first above written.
MARY V. DE PAOLI, County Recorder
By Baldarelle Mejia, Deputy

SN1 Page 6

● Fd. Mon.
○ Set. I.P. - L.S. 5187



℄ F.S. Road 129 (Exist)

1	N29°49'56"E 86.47
2	N19°31'08"E 113.99
3	60' Rad. Curve
4	S80°19'44"E 157.49
5	N86°30'46"E 103.41
6	250' Rad. Curve
7	S65°40'36"E 45.13
8	450' Rad. Curve
9	N83°38'31"E 66.58
10	300' Rad. Curve
11	S65°54'56"E 102.16
12	125' Rad. Curve
13	S87°58'21"E 115.73
14	S73°45'27"E 125.00
15	S89°03'47"E 120.02
16	S72°26'47"E 125.87
17	S82°46'51"E 155.80
18	2000' Rad. Curve
19	N87°58'22"E 71.15
20	200' Rad. Curve
21	S62°43'06"E 122.12
22	S72°11'35"E 261.35

Note: All curves are tangent to adjacent courses.

CERTIFICATION

This map was prepared by me from record data & field survey. All easements are as shown. To my knowledge this land division complies with the Gila County Minor Land Division Ordinance and does not constitute an attempt to evade or circumvent the laws and regulations governing subdivisions.

Registered Land Surveyor

LS 5187
8/31/89

APPROVALS

Approved: Hugh H. Hammond — Gila County Engineer Assistant — 10/17/89 Date

Charles R. Bradshaw — Director, Planning & Development — 10-17-89 Date

360

'11 NOV 4 Liq. Dept PM 1 07

'11 DEC 7 Liq. Dept PM 2 22

FP current

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

'11 DEC 7 11 NOV 4 PM 1 07

JC 1064440

QUESTIONNAIRE

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

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

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

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

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

Liquor License # 13043002
(If the location is currently licensed)

1. **Check appropriate box** →

☒ Controlling Person ☐ Agent (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	☐ Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete # 21

2. Name: Petroff (Last) Marie (First) Ann (Middle) Date of [redacted] **(NOT a Public Record)**

3. Social Security Nu[redacted] **(NOT a public record)** Drivers Lic[redacted] **(NOT a public record)** State: Az

4. Place of Birth: La Porte (City) In (State) USA (**Country** (not county)) Height: 5'6" Weight: 135 Eyes: Brn Hair: Brn

5. Marital Status ☐ Single ☒ Married ☐ Divorced ☐ Widowed Daytime Contact Phone: 866 558-2734 Ext. 4484

6. Name of Current or Most Recent Spouse: Petroff (Last) James (First) Martin (Middle) Maiden Date of B[redacted] **(NOT [redacted] record)**
(List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 2000

8 Telephone number to contact you during business hours for any questions regarding this document. 866 558-2734 x 4484

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

10. Name of Licensed Premises: Pleasant Valley Winery Premises Phone: 928 462-3107

11. Physical Location of Licensed Premises Address: 3023 Walnut Creek Road (Street Address (Do not use PO Box #)) Young (City) Gila (County) 85554 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
7/1999	CURRENT	Retired	253A S. CODY ROAD, YOUNG, AZ 85554

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
7/2000	CURRENT	Own	253A S. Cody Road	Young	Az	85554

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☑ YES ☐ NO
If you answered YES, how many hrs/day? 0-8, and **answer #14a below**. If NO, skip to #15.

14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) ☑ YES ☐ NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? ☐ YES ☑ NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? ☐ YES ☑ NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? ☐ YES ☑ NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? ☐ YES ☑ NO

19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? ☑ YES ☐ NO

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

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

X Marie Ann Petroff
(Signature of Applicant)

CURTIS CORTEZ
Notary Public - Arizona
Gila County
My Comm. Expires Dec 7, 2013

My commission expires on: 12 - 7 - 13
Day Month Year

State of ARIZONA County of GILA

The foregoing instrument was acknowledged before me this 1ST day of Nov., 2011
Month Year

(Signature of NOTARY PUBLIC)

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

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

X _____
Signature of Controlling Person or Agent (circle one)

_____
Print Name

My commission expires on: _____
Day Month Year

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
Month Year

_____
(Signature of NOTARY PUBLIC)

'11 DEC 7 Liqr. Dept. PM 2:22 11 NOV 4 PM 1:07

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES AND CONTROL

JANICE K. BREWER
GOVERNOR

ALAN EVERETT
DIRECTOR

March 11, 2011

Marie Ann Petroff
253 A South Cody Road
Young, AZ 85554

Re: Illegible Fingerprints
Liquor License #13043001

Dear Applicant:

The Federal Bureau of Investigations cannot complete your background investigation based on the fact that the fingerprint cards you submitted are not classifiable. The inability to classify fingerprints is usually due to circumstances beyond your control. Therefore, you must complete the affidavit below within two weeks, in lieu of submitting another fingerprint card, in order to complete the processing of your application.

Applicant's Affidavit

State of ARIZONA County of GILA

I, Marie Ann Petroff hereby attest, under oath, that I have not been detained, cited, arrested, indicted or summoned into court for any violation of law, including traffic offenses, at any time except as noted below: **(If none, insert "NONE")**

Offense Explanation	Date	Police Agency
NONE		

Marie Ann Petroff
(Applicant's Signature)

Brenda Sue Waite
(Notary Public)

SUBSCRIBED AND ACKNOWLEDGED before me this 15th day of March, 2011.

My commission expires Oct. 22, 2011.

OFFICIAL SEAL
BRENDA SUE WAITE
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires Oct. 22, 2011

800 WEST WASHINGTON, FIFTH FLOOR • PHOENIX, ARIZONA 85007 • (602) 542-5141 • FAX (602) 542-5707
www.azliquor.gov
INDIVIDUALS REQUIRING ADA ACCOMMODATIONS, CALL (602) 542-9027

'11 DEC 7 [illegible] 1 07

ARIZONA
Driver License

Number [redacted]
Expires 03/15/2015
Date of Birth [redacted]
Issued 03/27/2007

MARIE ANN PETROFF
PO BOX 31
YOUNG AZ 85554

Class D Sex F
Eyes BRO Height 5-07
Hair BR Weight 135

Marie Petroff

'11 NOV 14 DEC 9 7 [illegible] 2 22

ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: ~~13043001~~ 13043002

Ownership Name: Pleasant Valley Winery

(as listed on the current liquor license application or renewal application)

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

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

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

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Marie Ann Petroff DATE 10/29/2011

TYPE OF APPLICATION (check one) X INITIAL APPLICATION ___ RENEWAL

TYPE OF LICENSE Domestic Farm Winery

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

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

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

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

SECTION III — ALIEN STATUS DECLARATION

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

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

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).

☐ 8. An alien who is, or whose child or child's parent is a "battered alien" or an alien subjected to extreme cruelty in the United States.

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

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

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

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

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

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

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

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

'11 DEC 7 Liq. Dept PM 2 22
'11 NOV 4 Liq. Dept PM 1 07

SECTION IV — DECLARATION

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

APPLICANT'S SIGNATURE

10/29/2011

TODAY'S DATE

MICHIGAN DEPARTMENT OF HEALTH
VITAL RECORDS SECTION
LANSING

CERTIFICATE OF REGISTRATION

'11 DEC 7 11 NOV 4 PM 2 22 PM 1 07

THIS IS TO CERTIFY That a registered certificate has been filed and is now carefully preserved in the official records of the Michigan Department of Health at Lansing:

Name Marie Ann Rosenberry

Date of bir[redacted] Reg. No. 39929

Place of birth LaPorte, Indiana

Father Dayton C. Mother Addie M.

Recorded and filed in Michigan Department of Health 1-16-57

Date issued 1-29-57

Albert E. Heustis M.D.
ALBERT E. HEUSTIS, M. D.
State Health Commissioner

Marriage License

Macomb COUNTY, MICHIGAN

State File No. 104584

Local File No.

To any person legally authorized to solemnize marriage in the State of Michigan,

Greeting:

Marriage must be solemnized within 30 days of date of issue *in the State of Michigan* between

James Martin Petroff	and Marie Ann Rosenberry
Full name of male	Full name of female
23 [redacted]	23 [redacted]
Age at last birthday / Date of birth	Age at last birthday / Date of birth
1041 North River Road	15231 Common Road
Residence No. / Street	Residence No. / Street
St. Clair, Michigan	Roseville, Michigan
City / State / Zip Code	City / State / Zip Code
Mount Clemens, Michigan	La Porte, Indiana
Birthplace—city and state	Birthplace—city and state
Computer Programmer	Personnel Counselor
Occupation	Occupation
None	None
Number of times previously married	Number of times previously married
Steven Petroff	Dayton Clyde Rosenberry
Father's full name	Father's full name
Jacqueline Jean Sickels	Addie Marie Farnham
Mother's maiden name	Mother's maiden name

_____, and whose
Maiden name (if a widow)

parent's [illegible] in case she has not attained the age of eighteen years, has been filed in my office. An affida[illegible]ce, as provided by Public Act No. 128, Laws of 1887, as amended, by which it appears that [illegible]

In witness whereof, I have signed and sealed these presents,

this 7th day of June, A. D. 19 73

Edna Miller
County Clerk

Suzanne Culver
Deputy County Clerk

[illegible]rriage license VOID 30 days after date of issue.

Certificate of Marriage

Between Mr. James Martin Petroff and M. Marie Ann Rosenberry

I hereby certify that, in accordance with the above license, the persons herein mentioned were joined in marriage by me, at St. CLAIR SHORES, county of MACOMB, MICHIGAN, on the 16th day of June A. D. 19 73 in the presence of Robert M. Petroff of St. Clair Mich, and Susan M. Eddy of Detroit Mi, as witnesses.

Full name / Residence—city and state

Erwin J. Beyer St. Pauls Lutheran Church Pastor
Signature of magistrate or clergyman / Official title

22134 Colony St. Clair Shores Mich
Post office address

THIS DUPLICATE must be delivered by the person solemnizing marriage to one of the parties joined in marriage.

This space reserved for binding.

Pleasant Valley Winery
P.O. Box 31
Young, AZ 85554
928 462-3754
PVWinery@wildblue.net

'11 DEC 7 Liqr. Dept PM 2:22

December 4, 2011

Arizona Department of Liquor Licenses & Control
800 W. Washington 5th Floor
Phoenix, Az 85007-2934

Re: Pleasant Valley Winery License 13043001

This is my signed statement that as of 4/25/2011, I have held ownership in the attached State of Arizona Domestic Farm Winery Liquor License 13043001 issued in my name.

Signed,

Marie Petroff

Marie Petroff

12/4/11

Date

Michael

DATE: December 15, 2011

TO: Gila County Health Department

FROM: Marian Sheppard, Chief Deputy Clerk of the Board MS

SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on December 9, 2011. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date**.

Applicant:	Marie Ann Petroff
No./Type:	Series 13 – Domestic Farm Winery License
Business Name:	Pleasant Valley Winery
Location:	3023 Walnut Creek Road, Young, AZ 85554
Current License Owner:	N/A
Location of License:	3023 Walnut Creek Road, Young, AZ 85554

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

_X_ No pending issues.

Issues pending, as follows:

_____

_____

Signed: Michael Wheeler 12/19/11

DATE: December 15, 2011

TO: Joe Mendoza, Community Development Division

FROM: Marian Sheppard, Chief Deputy Clerk of the Board MS

SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on December 9, 2011. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date**.

Applicant:	Marie Ann Petroff
No./Type:	Series 13 – Domestic Farm Winery License
Business Name:	Pleasant Valley Winery
Location:	3023 Walnut Creek Road, Young, AZ 85554
Current License Owner:	N/A
Location of License:	3023 Walnut Creek Road, Young, AZ 85554

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

* No pending issues.

Issues pending, as follows: * There are some minor building code issues pending - OK to operate business while these are being corrected

Signed: _____

DATE: December 15, 2011

TO: Gila County Sheriff's Office

FROM: Marian Sheppard, Chief Deputy Clerk of the Board

SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona State Department of Liquor Licenses and Control on December 9, 2011. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Arizona State Department of Liquor Licenses and Control **within sixty days of the filing date.**

I've attached a copy of the Application for Liquor License, Notice, and Affidavit of Posting pertaining to the following:

Applicant:	Marie Ann Petroff
No./Type:	Series 13 – Domestic Farm Winery License
Business Name:	Pleasant Valley Winery
Location:	3023 Walnut Creek Road, Young, AZ 85554
Current License Owner:	N/A
Location of License:	3023 Walnut Creek Road, Young, AZ 85554

Please post the Notice and Application for Liquor License INSIDE THE ESTABLISHMENT FACING OUT TOWARD THE PUBLIC for a period of 20 days. If access to the establishment cannot be obtained, the Notice and Application must be posted in a conspicuous place on the front of the premises where the business is proposed to be conducted. It is important to note that every attempt should be made to post the Notice and Application inside the establishment to prevent the paperwork from being blown away or being removed by an unauthorized person. POST THE APPLICATION DIRECTLY UNDER THE NOTICE.

Thomas H. Melcher
Chief Deputy

James A. Eskew
Jail Commander

Office of
Sheriff of Gila County
John R. Armer

January 9, 2012
Gila County Sheriff's Office

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

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

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

Address of Posting: **3023 Walnut Creek Road**
Young, AZ 85554

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

SIGNED: John R. Armer
Sheriff John R. Armer

P.O. Box 311, Globe, AZ 85502 – Phone: (928)425-4449 – Toll Free: (800) 635-8017 – Fax: (928) 425-5674
108 Main St., Payson, AZ 85541 – Phone: (928)474-2208 – Toll Free: (866) 866-4452 – Fax: (928) 474-0614

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

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

AFFIDAVIT OF POSTING

Date of Posting: 12-19-11 1302 HRS. Date of Posting Removal: 1-9-12
11:30 G. EGGERT

Applicant Name: Petroff (Last) Marie (First) Ann (Middle)

Business Address: 3023 Walnut Creek Road (Street) Young (City) 85554 (Zip)

License #: 13043002

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

Timothy R Scott (Print Name of City/County Official) LIEUTENANT (Title) 928-474-2208 (Telephone #)

Signature 1-9-12 Date Signed

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

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

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

Lic0119 4/2009

Print Form

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

LOCAL GOVERNING BODY RECOMMENDATION

CITY/TOWN OF -- STATE APPLICATION # 13043002

COUNTY OF Gila, ARIZONA. CITY/TOWN/COUNTY # LL-11-05

ORDER # LL-11-05.

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

of Gila held on the _____ day of _____, _____ the
(Day) (Month) (Year)

application of Marie Petroff for Pleasant Valley Winery for a license to sell spirituous liquors at

the premises described in Application # 13043002, License Class Series 13 was considered as provided by Title 4, A.R.S. as amended.

IT IS THEREFORE ORDERED that the APPLICATION of Marie Ann Petroff for Plesant Valley Winery

is hereby recommended for _____
(approval/disapproval)

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

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

_____ CITY/TOWN/COUNTY CLERK

DATED AT _____

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

* Disabled individuals requiring special accommodations please call the Department

lic 1007 05/2009

ARF-1041 **Regular Agenda Item 4- A**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted For: Robert Gould, Community Development Division Director

Submitted By: Beverly Valenzuela, Executive Administrative Assistant, Community Development Division

Department: Community Development Division

Division: Community Development Administratio

Presenter's Name: Robert Gould

Information

Request/Subject

Adoption of Resolution No. 12-01-03 for P&Z Dept. Case No. CUP-11-02 - William Jacobs

Background Information

William H. Jacobs, the applicant/owner, has requested a Conditional Use Permit on Assessor's tax parcel no. 302-32-031A (.18 ac+-) and 302-32-032A (.28 ac+-). Property is located at 469 and 527 W. Eleanor Drive in East Verde, Payson, AZ. Applicant is requesting to use the existing two homes on adjoining properties as a church retreat. This issue first arose in 2007 when there were some complaints about the properties being used for church retreats and too many people. A letter was issued by a staff member to address the issue (see attachment). The Community Development Department has recently received another complaint and the applicant has since then applied for this permit. The property is currently zoned R1L, which could allow property to be used as a church retreat with conditions.

Evaluation

The intent of R1L zoning is to promote the development of single family dwellings and all other uses should be complementary.

Conclusion

This item was continued from the Board of Supervisors' January 10, 2012, meeting at which time a public hearing was held with no public comment being provided.

Recommendation

On December 1, 2012, the Planning and Zoning Commission heard this application and due to neighborhood concerns has requested that staff investigate the allegations. The Commission has tabled this item and will again hear it on January 19, 2012.

Suggested Motion

Information/Discussion/Action to continue a public hearing held by the Board of Supervisors on January 10, 2012, to consider the adoption of Resolution No. 12-01-03 regarding Gila County Planning and Zoning Department Case No. CUP-11-02, an application submitted by William Jacobs for a Conditional Use Permit on Gila County Assessor's tax parcel numbers 302-32-031A and 302-32-032A located at 469 and 527 W. Eleanor Drive in East Verde Park, Payson, Arizona; approval will allow parcels to be used as a church retreat with conditions.
(Robert Gould)

Attachments

Resolution No. 12-01-03 with attached Exhibit A

Staff Report for CUP-11-02

9-24-07 Ltr to Jacobs from Comm. Dev.

1-13-12 Ltr from Wm. & Mary Jacobs to R. Gould

P&Z Commission 1-19-12 Draft Minutes

n

RESOLUTION NO. 12-01-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, APPROVING GILA COUNTY PLANNING AND ZONING DEPARTMENT CASE NO. CUP-11-02, A REQUEST BY WILLIAM H. JACOBS FOR A CONDITIONAL USE PERMIT ON GILA COUNTY ASSESSOR'S TAX PARCEL NUMBERS 302-32-031A AND 302-32-032A AND ARE LOCATED AT 469 AND 527 W. ELEANOR DRIVE IN EAST VERDE PARK, PAYSON, ARIZONA.

WHEREAS, the Gila County Planning and Zoning Commission, at a duly noticed public hearing held on December 15, 2011, has recommended to the Board of Supervisors of Gila County, Arizona, that a Conditional Use Permit request, set forth in the attached Exhibit "A", be adopted as provided in Section 11-829, Arizona Revised Statutes; and

WHEREAS, after holding a public hearing as provided by law, the Board of Supervisors of Gila County, Arizona, is of the opinion that the adoption of such recommendation would be in the best interest of Gila County.

WHEREAS, the Gila County Board of Supervisors, at a regularly scheduled and duly noticed public hearing did pass and adopt Gila County Planning and Zoning Department Case No. CUP-11-02, as set forth in the attached Exhibit "A" and that said zoning request become effective immediately.

PASSED AND ADOPTED this 24th day of January 2012, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____

Marian Sheppard
Chief Deputy Clerk of the Board

_____

Tommie Cline Martin, Chairman

Approved as to form:

_____

Bryan Chambers
Chief Deputy County Attorney

EXHIBIT "A"
CONDITIONAL USE PERMIT
PLANNING AND ZONING CASE NO. CUP-11-02 FOR
William H. Jacobs
469 and 527 W. Eleanor in East Verde Park, AZ
Gila County Assessor's Tax Parcel Numbers 302-32-031A and 302-32-032A

Conditional Use Permit to allow two existing homes on adjoining properties to be used as a church retreat. Property is currently zoned R1L and is designed to promote the development of areas primarily of site-built single family detached dwellings, intending that all other uses be installed, operated and maintained in a manner so as to complement and cause a minimum disruption to such single family uses. Any use not in accordance with the intent and purpose, district stipulations and provisions and permitted uses as set forth in this section shall be deemed a nuisance.

The following conditions shall apply; violation of any of these conditions may constitute the conditional use permit to be revoked:

1. The maximum duration of stay for any one guest shall be three (3) days. Guests under the age of 18 shall be supervised.
2. The maximum occupancy for each house at any time shall be as established by the Building and Fire Codes based on the proposed use. Owner shall submit floor plans for review. The maximum number of people allowed at retreats is 20 total or 10 people per unit.
3. All parking must be accommodated on the site.
4. Owner to make provisions for the prompt cleanup and disposal of trash.
5. ADA requirements shall apply. An inspection will be conducted to determine the extent of the requirements.
6. Owner to comply with wastewater requirements for the church retreat use.
7. A local contact person shall be available if any issues arise concerning the properties.
8. Noise shall not be disruptive to neighboring properties. Group activities held outside the buildings shall not be held prior to 8:00 am or after 10:00 pm.
9. Any applicable State and County Health Department regulations shall be complied with, and all required permits must be obtained and remain valid so long as the use is in operation. It is the owners' responsibility to check these regulations to see if they apply.
10. This Conditional Use Permit will not be in effect until all of the above requirements have been met.
11. Violations of any of the previous conditions shall be grounds for suspension or revocation of this Conditional Use Permit.
12. The Community Development Director has the right to issue a cease and desist order if a viable complaint is received.
13. This Conditional Use Permit will be reviewed after two (2) years for compliance with all stipulations.

January 12, 2012 (Notes from 1 19 12 hearing included at end)

To: Planning and Zoning Commission

From: Robert Gould
Community Development Director

Subj: CUP 11-02, William and Mary Jacobs (Riverdance Retreat)
Application for use of home as a retreat business

Parcel: 302-32-031A and 302-32-032A located in the East Verde Estates

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This application has received considerable neighborhood objections. The objections seem to be centered around the use constituting a neighborhood nuisance due primarily to the number of persons and the lack of presence by the property owner.

The properties were purchased under an LLC and have been used primarily as a business operation and not a typical single family residential use.

Angela Parker has attempted to find ways in which this use could be compatible with single family residential living. The last proposal shows a list of 13 conditions that we would be responsible for managing.

Home occupied businesses require to presence of the property owner and this includes a bed and breakfast. We have allowed a person who has a long term lease to operate a home business. In this case the owners are rarely present.

Due to the number of persons and the absence of the property owners I do not see a way that this application should be approved.

As the Community Development Director I am asking that you recommend to the Board of Supervisors to deny Application CUP-11-02.

Additional Concerns

During the P&Z Commission hearing on December 15, 2011, it was brought to the attention of the Commission that there may have been an occasion when 80 people were at the two homes for a retreat, including undocumented immigrants, and the police had to be called. The Commission asked staff to research the situation.

The Sheriff's department did not have any records of incidents at either of the two addresses within the last year. Per a phone conversation on January 9, 2012 with CR Hewlett,

the neighbor making the allegations, the sheriff did not make any arrests because "they don't deal with illegals." Kristine with the Sheriff's office said that it is difficult to document in those types of situations because if they are illegal they are not in the system and there is no way to verify their identity.

Mr. Hewlett also stated that he counted 27 people at the residences, but there were more walking around the neighborhood and along the river that added up to around 80. The Sheriff's office told him they couldn't use those numbers because there was no proof that they came from the residence. Although Mr. Hewlett couldn't provide dates of the incident(s) (he stated he called the police three times), he did say he would get phone records that showed the times he called the police. Those records are not yet available.

Mr. Hewlett wrote a letter in August 2011 (see attached), voicing his concerns. He stated in an email (attached) that the letter was written a couple of days after the incident. Also attached are the written concerns brought to the hearing by other neighbors.

Mr. Jacobs wrote a response to all of the concerns his neighbors presented at the hearing (see attached). He also attempted to get police records of any incidents at his properties but there were none. The last two were added at the request of the Planning & Zoning Commission.

Update from Commission Hearing on January 19, 2012

The Planning and Zoning Commission considered CUP 11 02 on January 19th. There was one neighboring property owner present during the discussion the applicant was not present. After a lengthy deliberation by the Commission a motion was made to support staff recommendation to not recommend approval of the application. The vote was unanimous.

Mr. Jacobs did show up later on during the meeting and the Chairman informed him that they had already deliberated up his application. I then informed him that the Commission had recommended denial of the application due to the ongoing issues with the neighbors. He wanted to revisit the application and was not granted permission to due so. He stated that he had difficulty in finding the location of the meeting. I then informed him of the time and location of the Board Hearing in Globe. He stated that he would most likely withdraw his application.

MAILED 9/24/07 @ 3:00±

1400 East Ash Street
Globe Arizona 85501
(928)425-3231 Ext. 8512
FAX (928)425-0829

714 S. Beeline Hwy, Suite 200
Payson, Arizona 85541
(928)474-9276
FAX (928)474-0802

GILA COUNTY COMMUNITY DEVELOPMENT

Robert Gould, Director

September 24, 2007

William & Mary Jacobs
1821 E. Carver Road
Tempe, AZ 85284

Dear William and Mary,

I am writing to you because of concerns expressed by some of your neighbors in East Verde Park. It is their understanding that you intend to utilize tax parcel 302-32-031A, being lot 153 of East Verde Park Subdivision, for "church retreats". They have concerns about the numbers of people, the parking, the impact on common use areas, the impact on water resources and the impact on sanitary facilities.

Please be aware that the subject parcel, 302-32-031A, is within a R1L-D12 zoning district. The primary use in this district is single family dwellings with quiet family living. Church retreats are not an outright permitted use. The church retreat use might be legally established with an approved Conditional Use Permit. Basically, with a Conditional Use Permit request, the property owner provides a property use plan that demonstrates that a proposed use could be harmonious and compatible with adjoining land uses, when specific conditions are maintained. I am enclosing the necessary forms in case you wish to apply.

Also, be aware that a number of land use activities are recognized as customary, accessory and incidental to the primary use, when intermittent and with minimal adverse impacts to adjoining properties. Examples of customary land use activities where citizen congregate are: yard sales, weddings, wakes, baby showers, Tupperware parties and bridge clubs. If your church retreats are one weekend a month, generally indoors and are causing no adverse impacts; "access ways being block by parked vehicles, excessive noise, lighting or smoke", then your activity is considered an accessory use. If you intend to hold the retreats more often than one weekend per month, then I suggest the Conditional Use Permit process.

If you have questions or need assistance with the Conditional Use Permit application, then please contact me at 928-474-7111 on any Monday, Tuesday or Wednesday and I will be happy to assist as I can.

Sincerely,

Rudy Frost

Rudy Frost

cc: Margie Chapman

To: Community Development Director Robert Gould January 13, 2012

From: William Jacobs and Mary Jacobs

RE: CUP-11-02 William and Mary Jacobs, Retreat Uses of houses located at 469 and 527 Eleanor Drive

Parcel: 302-32-031A and 302-32-032A located in East Verde Estates

Dear Mr. Gould,

I re-read today all materials and attachments for CUP-11-02 that appear online in the Board of Supervisors Jan 10 agenda. I also came across the January 12 staff letter recommending that commissioners disapprove our request for a permit because of the concerns expressed by an organized group of East Verde Park neighbors.

We see merit in some of the objections raised by neighbors reacting to our request for retreats of "up to 30 persons one or two times a month." We can see how these neighbors might project onto this request a higher use over time than we intended, and we have listened respectfully as they spoke up at hearings or in person.

So we relented when P & Z staff offered support for this use using a lower maximum number of guests, and gladly agreed to adopt new practices in the hope that this might result in more harmonious outcomes.

Followup conversations with neighbors and weekly meetings with staff in the Payson office resulted in a set of proposed conditions that obviate sanitary risks and also address the traffic, garbage and other "nuisance" issues raised. The modified proposal offers a modest set of conditions that we hoped would merit the approval of staff **and** of the commission, and are confident that the Gila County Board of Supervisors will see it the same way.

Still, some of the attachments, and parts of your Jan 12 letter, seem to presume facts and address conditions that have been misreported over time. We feel like we've been hit by a Super-PAC of negative campaigning. Sadly, this follows a pattern that seems endemic to our small riverfront community – namely, a lack of trust and resistance to compromise. It is almost as if something much larger than this request is being addressed here.

For instance, the nature of our ownership of these homes has been repeatedly misrepresented, including in the opinion letter. We addressed this concern in writing before, and explained this directly to our neighbors, but those most vocally opposed have only challenged our sincerity and questioned our real motives.

On December 15 were informed that this would not affect the P& Z staff or commissioners. I was surprised, then, to find this concern as the leading point in your opinion letter, and wish we could've talked about this.

We did not acquire these homes to further our business interests; we created a business to help us be able to afford the maintenance and improvement of our homes. I cannot stress this enough.

Help me here, as a citizen who wants to do the right thing. The LLC was created for us on advice of counsel for the sake of limiting liability, first, but also as a means for transitioning ownership to our children during our lifetimes. Our church is not involved in ownership or management of this vacation property. The existence of an LLC offers tax advantages to us personally, but this is not a deal-breaker for us, so please guide us. If we were to dissolve the LLC and/or transfer ownership of 469 Eleanor to our family trust, would this help at all?

We have improved the homes for our own use **because it enhances their value and makes the entertaining of guests more manageable**. We have added ADA compliant ramps and doorknobs and other design elements for personal reasons too. It is common courtesy to do so. There is nothing in the design plan of these homes that is inharmonious with single family residency. ADA compliance **always** adds value to a single family home.

We can limit overnight stays to a number consistent with code and community standards. We can continue to monitor trash and water use and septic hygiene. Staff will exercise oversight and set reasonable maximums prior to implementation, but this is not recognized in most complaint letters that appear in the docket.

Most complaint letters you received write as if there is no revised CUP. They reflect organized opposition to us as owners and as neighbors for reasons not wholly related to these specific issues. The concerns about fences, trash and "peeing in the river" are driven by an agenda not fully consistent with eyewitness accounts. We followed up and the sheriff's department confirms it found fewer than thirty persons at the house in April.

Also, as requested, we recruited a local contact person next door who is known to all. Still, to set the record straight, we personally attended at least five of the fifteen events on last year's retreat schedule. It is not impossible for us to be present more often, but we like to allow others lead out as they are able. Our contact was unacceptable by virtue of having lived in EVP "only three years." Again, please guide us to a better way.

Several of our nearest neighbors have routinely observed the comings and goings at our homes for several years now, and either appeared at P & Z hearings or wrote letters saying that they observed all trash and noise concerns were addressed as they arose. (And fewer people mean **even less** trash and less water.) Some have stated for the record by letter or in person at the hearing that in their opinion group retreats do not constitute a threat to their quality of life in East Verde Park. There are several among the sixty-six HOA members in East Verde Park who have been supportive of past and present uses of the house. Some have written letters too.

You might note that several of the complainants are on record opposing any and all business ventures in East Verde Park, although other businesses have been operating in the park since before we purchased these homes. We have kept HOA President Don Brooks apprised of our dealings with neighbors, and before that we consulted with his predecessor in that position, Bill Schulz. As a side note, when Mr. Schulz urged us in 2007 to seek HOA guidance before relocating our fence, neighbors unhappy with him unleashed a torrent of hostile comments at us as well. It seems doing as he suggested at that time really hurt us, and we have not been forgiven for that.

Please let us know whether there remain certain conditions in your mind under which these houses, with appropriate limits as to the number of persons at any given time, and with the adoption of appropriate sanitary practices, might host retreats and still be compatible with neighboring uses. This was, and remains, the point of these hearings and consultations. It has been our consistent desire that, as we apply and maintain these conditions, this hosting of retreats in our homes becomes compatible and harmonious with neighboring uses.

We continue to hope for a reasonable hearing on the merits of the ten-point proposal contained in the staff recommendation attached to the January 10 Board of Supervisor's agenda.

Bill and Mary Jacobs, owners of 469 Eleanor and 527 Eleanor in East Verde Park

MINUTES OF THE GILA COUNTY PLANNING & ZONING COMMISSION
HELD AT THE ROOSEVELT VISITORS CENTER, HWY 188, MP. 243, ROOSEVELT, AZ

Partial Draft Minutes for January 19, 2012 Meeting

1. Called to order; Chairman Don Ascoli called the meeting to order at 10:00 am.
2. Roll Call: Chairman-Don Ascoli (present)
   Vice Chairman-Lori Brown (present-late)
   Members present: Mickie Nye, Jack Larimore, Travis Williams, Jay Spehar (by phone)
   Absent: Randy Slapnicka

3. Review and Approval of Planning and Zoning Minutes for December 15, 2011
   Motion to approve the minutes with correction to spelling of Mr. Alshire's name was made by Commissioner Jack Larimore and seconded by Commissioner Mickie Nye. Minutes were unanimously approved.

4. Director/Commission Communication
   Community Development Director, Bob Gould stated that he will be working on the Comprehensive Master Plan and will be hiring a part time Planner and will have a schedule for the Gila County Manager to look at by January 27th, 2012.

   Chairman Don Ascoli asked about the Unified Development Code and the Community Development Survey. Community Development Director Bob Gould stated that the commission has the Code Update on the agenda and the survey has been finalized and will email a copy to the commission.

5. CUP-11-02 Applicant/Property Owner William Jacobs: Applicant is requesting use of vacation home as a church retreat and/or youth group retreat for ten (10) to thirty (30) persons, or less, per day, for a day or two at a time but not more than one week. Gila County Assessor's Parcel is 302-32-031A and 032A, located at 469 and 527 W. Eleanor Dr in East Verde Park, Payson, AZ; Parcels are zoned R1L-D12. ITEM TABLED FROM DECEMBER 15, 2011 MEETING.

   Motion was made by Commissioner Mickie Nye to return this item to the Planning and Zoning Commission; motion seconded by Commissioner Travis Williams. Motion was unanimous.

   Commissioner Mickie Nye motioned to adjourned and Vice Chairman Lori Brown seconded the meeting. Meeting adjourned at 1:30 pm.

   Director Bob Gould commended Angela Parker-Planner in training, for her hard work and trying to make it compatible with the neighborhood. Mr. Gould reminded the commission that at the public hearing they had about eight people who voiced concerns; one of the property owners accused him of having eighty (80) people there and that there were illegal aliens there, we cannot substantiate this. He continued by stating that one time the Sheriff's Office went out there and they counted twenty seven (27) people but stated that there were a significant number of people walking by the river and through the neighborhood. They probably exceeded 30 that time. Mr. Gould continued by

DRAFT

stating that the whole intent is to find out how this can become an invisible use in the neighborhood where people don't recognize the business aspects of it and he does not see how he can do anything else but recommend denial to the Board of Supervisors. The most intense activity we allow in SFR is a five bedroom bed & breakfast and they could potentially have ten people staying there. Mr. Gould stated due to lack of invisibility, activity in the neighborhood and the serious accusations by the neighbors he felt that what was said should not be ignored and recommended denial.

Commissioner Jay Spehar stated that the one thing that struck him was the letter December 14, 2011 by Martin and Anna Christy is the reason to deny this-restrictive covenants.

Director Bob Gould agreed with what Commissioner Spehar said and continued that the reason they did not include that in the report was because they have a bed and breakfast in the area.

Chairman Don Ascoli stated that the bed and breakfast must be harmonious since there have not been any complaints.

Director Bob Gould stated that the retreat's income was $53,000 this last year and at the last meeting Mr. Jacobs stated that the LLC was the easiest way to transfer the land to their children and the money covered the cost of maintaining the property.

Mr. Jacobs was not present at the meeting.

Chairman Ascoli asked what it meant if they denied his application.

Director Bob Gould stated that he could still have people there on the weekends but not to the point that they are considered a nuisance. He does not have to have a permit to have friends or family there.

.

Chairman Ascoli asked what if we find an uncontested violation. Director Bob Gould stated that if they did not cease and desist, they would go before the hearing officer and possibly be fined.

Commissioner Jay Spehar asked what authority the applicant has to conduct the business on the property today. Director Gould stated that he has none.

Martin Christy stated that East Verde Park does have deed restrictions and are incorporated. The property on the river is common property.

Commissioner Mickie Nye motioned to follow staff's recommendation to deny the application CUP-11-02; Commissioner Jack Larimore seconded the motion and the motion was unanimous.

DRAFT

ARF-986 **Regular Agenda Item 4- B**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted For:	Kendall Rhyne, Chief Probation Officer	Submitted By:	Lisa King, Administrative Clerk Sr., Superior Court
Department:	Superior Court	Division:	Probation Department
Fiscal Year:	2012	Budgeted?:	No
Contract Dates Begin & End:	January 24, 2012 - September 30, 2016	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Presenter's Name: Kendall Rhyne

Information

Request/Subject

Intergovernmental Service Agreement for Housing Juvenile Detainees between Tonto Apache Tribe and Gila County, on behalf of Gila County Juvenile Detention Center.

Background Information

On occasion the Tonto Apache Tribe needs detention services for juvenile tribal offenders. This Intergovernmental Service Agreement would allow Gila County Juvenile Detention Center to provide juvenile detention services to meet the needs of the Tonto Apache Tribe.

Evaluation

This Intergovernmental Service Agreement for Housing Juvenile Detainees between Tonto Apache Tribe and Gila County, on behalf of the Gila County Juvenile Detention Center, is a new agreement. The purpose is to provide for the detention and care of juvenile detainees that are detained, under the authority of a Tribal Court order of the Tonto Apache Tribe, at the Gila County Juvenile Detention Center. The facility will provide contracted bed space at the negotiated rate of $131.40 per day per juvenile from the Tonto Apache Tribe.

This Agreement shall be effective when adopted by resolution and fully executed by and under the authority of the governing body of each Party's jurisdiction and the initial term ("Initial Term") shall be from the effective date through September 30, 2016. Upon the expiration of the Intitial Term, this Agreement shall be automatically renewed for a period of one (1) year, and from year to year thereafter, unless either Party provides written notice to the other Party on or before October 1, stating the Party's intent not to renew this Agreement upon the expiration of the applicable term.

Conclusion

This Intergovernmental Service Agreement for Housing Juvenile Detainees allows Gila County Juvenile Detention Center to provide juvenile detention services to the Tonto Apache Tribe at a rate of $131.40 per day per juvenile beginning on the effective date through September 30 ,2016 and shall be automatically renewed for a period of one (1) year, and from year to year thereafter, unless either Party provides written notice to the other Party on or before October 1, stating the Party's intent to not renew this Agreement upon the expiration of the applicable term.

Recommendation

The Gila County Probation Department recommends approval of this Intergovernmental Service Agreement for Housing Juvenile Detainees between Tonto Apache Tribe and Gila County, on behalf of the Gila County Juvenile Detention Center.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 11-12-01, which authorizes entering into an Intergovernmental Service Agreement between the Tonto Apache Tribe and Gila County, on behalf of the Gila County Juvenile Detention Center, allowing the Gila County Juvenile Detention Center to provide contracted bed space for tribal juvenile offenders at the negotiated rate of $131.40 per day per juvenile beginning on the effective date through September 30, 2016. **(Kendall Rhyne)**

Attachments

Tonto Apache Intergovermental Service Agreement

Resolution No. 11-12-01

Legal approval

INTERGOVERNMENTAL SERVICE AGREEMENT FOR HOUSING JUVENILE DETAINEES

This Intergovernmental Services Agreement ("IGSA" or "Agreement") is made and entered into by and among the Gila County Board of Supervisors ("Gila County") and the Tonto Apache Tribe ("Tribe"), a federally recognized Indian Tribe pursuant to Section 16 of the Indian Reorganization Act of 1934, Pub. Law 92-47, October 6, 1972, 86 Stat. 783, and the Apache Treaty, July 1, 1852, 10 Stat. 979 (collectively "the Parties" or singularly "the Party").

Article I. Purpose

The purpose of this Intergovernmental Services Agreement is to provide for the detention and care of juvenile detainees detained under the authority of a Tribal Court order of the Tonto Apache Tribe at the Gila County Juvenile Detention Center.

Article II. General

A. Funding. The obligation of the Tribe to make payments to Gila County is contingent upon the availability of Federal and/or tribal funds. However, the Tribe will neither present detainees to Gila County nor direct performance of any other services unless the Tribe has the appropriate funding.

B. Consistent with Law. Any provision of this Agreement contrary to applicable statutes, regulations, policies or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

C. Waiver of Immunity. For the limited purpose of enforcing the terms of this Agreement, the Tribe and Gila County hereby agree to a limited waiver of sovereign immunity to suit in a federal, state, or tribal court of appropriate jurisdiction.

D. Temporary Detention. Gila County's detention facility is designed for temporary detention both pre- and post-adjudication. Facilities and program services are consistent with temporary detention and are not designed or intended to be used for detainees requiring long-term treatment or detention. The Tribe agrees to periodically review the status of detainees to determine that the length of detention is consistent with these purposes.

Article III. Covered Services

A. Bed Space. Gila County shall provide secure detention for tribal juvenile detainees, either male or female, at the Gila County Juvenile Detention Center on a space available basis. Gila County shall house juvenile detainees as to gender. The Tribe will be financially liable only for the actual detainee days as defined in Paragraph C of this Article.

B. Basic Needs. Gila County shall provide secure detention for detainees with safekeeping, housing, subsistence, medical and other services in accordance with all applicable State and Federal laws, regulations, fire and safety codes, policies and procedures. If Gila County determines that the Tribe has delivered a person for custody who is over the age of 18, Gila County shall not be required to house that person and upon notification by Gila County, the Tribe shall immediately remove the detainee from with the Gila County Juvenile Detention Center. The types and levels of service shall be those that Gila County routinely affords to other juveniles.

C. Unit of Service and Financial Liability. The unit of service will be a "detainee day" (one person per day). The detainee day begins on the date of the arrival. Gila County may bill the Tribe for the date of arrival but not the date of departure. For example: If a detainee is brought in at 1900 Sunday and is released on Monday, Gila County may bill for 1 detainee day. If a detainee is brought in at 0100 Sunday and is released at 2359 Monday, Gila County may bill for only 1 detainee day. The Tribe shall be responsible to pay for only those beds actually occupied.

The Tribe shall reimburse Gila County at the detainee daily rate of **$131.40.** The parties may mutually agree to adjust the rate 12 months after the date of signing, and every 12 months thereafter. Such adjustments shall be effective on the first day of the month following execution of a written modification to this Agreement.

D. Interpretive Services. Gila County shall make special provisions for non-English speaking, handicapped or illiterate detainees. The Tribe will reimburse Gila County for any costs associated with providing commercial written or telephone language interpretive services, and upon request, will assist Gila County in obtaining translation services. Gila County shall provide all instructions verbally (in English or the detainee's native language as appropriate) to detainees who cannot read. Gila County shall include the amount that Gila County paid for such services on their regular monthly invoice. Gila County shall not use detainees for translation services, except in emergency situations. If Gila County uses a detainee for translation service, it shall notify the Tribe within twenty-four (24) hours.

Article IV. Receiving and Discharging Detainees

A. Required Activity. Gila County shall receive and discharge detainees only from and to either properly identified Tribal personnel or other properly identified tribal law enforcement officials with prior authorization from the Tribe. Presentation of U.S. Government or Tribal identification shall constitute proper identification. Gila County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days a week. Because this contract is for detention services dependent upon space availability, the Tribe shall furnish Gila County with reasonable notice of receiving or discharging detainee(s). Gila County shall ensure positive identification and recording of detainees and tribal officers. Gila County shall not permit medical or emergency discharges except through coordination with on-duty tribal officers.

B. Restricted Release of Detainees. Gila County shall not release tribal detainees from its physical custody to any persons other than those described in Paragraph A of this Article for any reason, except for medical, other emergent situations, or in response to a federal or tribal writ of habeas corpus. If a tribal detainee is sought for federal, state or local court proceedings, only the Tribe may authorize release of the detainee for such purposes. Gila County shall contact the Tribe immediately regarding any such requests.

C. Gila County's Right of Refusal. Gila County retains final and absolute right either to refuse acceptance, or request removal of any detainee exhibiting violent or disruptive behavior or of any detainee found to have a medical condition that requires medical care beyond the scope of Gila County's health provider, the Tonto Apache Tribe's health provider or the Indian Health Service ("IHS"). In the case of a detainee already in custody, Gila County shall notify the Tribe and request such removal, and shall allow the Tribe reasonable time to make alternative arrangements for the detainee.

D. Emergency Evacuation. In the event of an emergency requiring evacuation of the detention facility, Gila County shall evacuate tribal detainees in the same manner, and with the same safeguards, as it employs for persons detained under Gila County's authority. Gila County shall notify the Tribe within two (2) hours of such evacuation.

Article V. Minimum Service Standards

Gila County shall:

A. house tribal detainees in a facility that complies with all applicable fire and safety codes as well as ensure continued compliance with those codes throughout the duration of the Agreement.

B. provide guard personnel to ensure that there is a twenty-four (24) hour visual supervision of detainees when housed in a dormitory type setting. Gila County shall visually and physically check detainees in individual cells at least hourly.

C. segregate detainees in custody by gender and by risk of violence to other detainees.

D. provide a mattress, with a mattress cover, and when appropriate, a blanket to each detainee held overnight.

E. provide a minimum of three nutritionally balanced meals in each twenty-four (24) hour period of each detainee. These meals shall provide a total of at least 2,400 calories per twenty-four (24) hours. There will be no more that fourteen (14) hours or fewer than four (4) hours between meals. Gila County will provide a minimum of two hot meals in this twenty-four (24) hour period.

F. provide medical services as described in Article VI below.

G. provide a mechanism for confidential communication between tribal detainees and tribal officials regarding their case status and custody issues. The mechanism may be through electronic, telephonic, or written means, and shall ensure the confidentiality of the issue and the individual detainee.

H. afford tribal detainees, indigent or not, reasonable access to public telephones for contact with attorneys, the courts, family members and representatives of pro bono organizations.

I. permit tribal detainees reasonable access to presentations by legal rights groups and groups recognized by the Tribe consistent with good security and order.

J. afford each tribal detainee reasonable access to legal materials provided by the Tribe for his or her case. Gila County will provide space to accommodate legal materials at no additional cost to the Tribe. (Note: The Tribe may waive this requirement where the average length of detention is thirty (30) days or less.)

K. afford tribal detainees reasonable visitation with legal counsel, family members, and representatives of pro bono organizations.

L. provide tribal detainees with access to recreational programs and activities under appropriate conditions of security and supervision to protect their safety and welfare.

Article VI. Medical Services

A. On-Site Health Care. Gila County shall ensure that tribal detainees receive no lower level of on-site medical care and services than those it provides to local detainees.

B. Unacceptable Medical Conditions. If Gila County determines that a tribal detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence) Gila County shall notify the Tribe. Upon such notification, Gila County shall allow the Tribe reasonable time to make the proper arrangements for further disposition of that detainee.

C. Pre-Approval for Non-Emergency Off-Site Care. Gila County shall solicit Tribal Health Benefits Coordinator ("THBC") approval before proceeding with non-emergency, off-site medical care (e.g. off-site lab testing, eyeglasses, dental prosthetics, dental care). Gila County is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions from the Tribe.

Contact Information for the THBC is as follows:

Perry Tinnin or Sheryl Martinez
#30 Tonto Apache Reservation
Payson, Arizona 85541
Ph. (928) 474-5000

D. Emergency Medical Care. Gila County shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, Gila County shall obtain the medical treatment required to preserve the detainee's health. Gila County shall have access to an off-site emergency medical provider at all times. The Health Authority of Gila County shall notify the THBC by calling the telephone numbers as listed in paragraph C as soon as possible, and in no case more than seventy-two (72) hours after detainee's receipt of such care. The Health Authority of Gila County will obtain pre-authorization from the THBC Health Coordinator for service(s) beyond the initial emergency situation.

E. Off-Site Guards. Gila County shall, without any additional charge to the Tribe, provide guards during the initial eight (8) hours detainees are admitted to an outside medical facility. Gila County shall promptly notify the Tribe of the admission of a detainee to an outside medical facility. If negotiated with the Tribe, Gila County shall provide guards beyond the initial 8-hour period, at the regular hourly rate of those guards. Absent such an arrangement, the Tribe will be responsible for providing the guards at the end of the initial 8-hour period. Gila County shall not, however, remove its guards until the Tribe personnel relieve them. Gila County shall submit a separate invoice for guard services beyond the initial eight (8) hours with its regular monthly billing. Gila County shall obtain authorization for outside guard services directly from the Tribe.

Article VII. Period of Performance

This Agreement shall remain in effect indefinitely, or until terminated by either party upon sixty (60) days written notice, unless an emergency situation requires the immediate relocation of detainees, or the parties agree to a shorter period.

Article VIII. Inspection

A. Jail Agreement Inspection Report. Gila County shall allow the Tribe to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by the Tribe. No notice to Gila County is required prior to an inspection; however, such inspection shall not unreasonably interfere with the normal operations of the detention facility. The Tribe will share findings of the inspection with Gila County's facility administrator to promote improvements to facility operation, conditions of confinement, and level of service.

B. Possible Termination. If Gila County fails to remedy deficient service the Tribe identifies through inspection, the Tribe may terminate this Agreement.

C. Share Findings. Gila County shall provide the Tribe copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources if required by the Tribe.

Article IX. Modifications and Disputes

A. Modifications. Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Tribe and the authorized signatory of Gila County have approved it in writing.

B. Disputes. The Tribe and the authorized signatory of Gila County are the parties authorized to settle disputes, questions, and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the Tribe and the authorized signatory of Gila County.

Article X. Invoicing and Payment

A. Invoicing. Gila County shall submit an original itemized invoice containing the following information; the name and address of the detention facility; the name of each tribal detainee and his or her specific dates of detention; the total number of detainee days; juveniles identification number if applicable; the daily rate; the total detainee days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address and phone number of the local official responsible for invoice preparation. Gila County shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services to:

Tribal Court Administrator
TONTO APACHE TRIBE
#30 Tonto Apache Reservation
Payson, Arizona 85547

B. Payment. The Tribe will make payments under this Agreement on the 30th calendar day after the Tribal Court receives a complete invoice. The date on the Tribe's check shall constitute the payment date. The Tribe shall pay interest on overdue payments in excess of sixty (60) days to Gila County, at the interest rate which would be applicable under the Federal Prompt Payment Act, 31 U.S.C. § 3903, and the OMB, Prompt Payment Regulations, 5 C.F.R. Part 1315.

Article XI. Hold Harmless and Indemnification Provisions

A. Gila County Held Harmless. The Tribe shall, subject to the availability of funds, save and hold Gila County harmless and indemnify Gila County to the extent allowed by law against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage of any property, which occurs in connections

with or incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of Tribal officers of Tribal officers or employees, to the extent that the Tribe would be liable for such negligent acts or omissions. In so agreeing, Gila County does not waive any defenses, immunities or limits of liability available to it under state or federal law.

B. Tribal Government Held Harmless. Gila County shall subject to the availability of funds, save and hold harmless and indemnify the Tribe to the extent allowed by law against any and all liability claims and costs of whatsoever kind and nature for injury to or death of any person(s) and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of occupancy, use, service, operation or performance of work under the terms of this Agreement, resulting from the negligent acts or omissions of Gila County, or any employee, or agent of Gila County. In so agreeing, Gila County does not waive any defenses, immunities or limits of liability available to it under state or federal law.

C. Defense of Suit. In the event a detainee files suit against Gila County contesting the legality of the detainee's incarceration, the Tribe shall request that the U.S. Attorney's Office, or other appropriate Tribal attorney, move either to have Gila County dismissed from each suit, to have the Tribe substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Tribe shall request that the U.S. Attorney's Office, or other Tribal attorney, be responsible for the defense of any suit on these grounds.

Article XII. Financial Records

A. Retention of Records. All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by Gila County for at least three (3) years for purposes of federal examinations and audit. The three year retention period begins at the end of the first year of the completion of service under the Agreement. If any litigation, claim, negotiation, audit or other action involving the records arises before the expiration of the three year period, the records must be retained until the action is completed and all issues are resolved or until the end of the regular three year period, whichever is later.

B. Access to Records. The Tribe or any of their authorized representatives shall have the right to access to any pertinent books, documents, papers or other records of Gila County or its sub-recipients which are pertinent to This Agreement in order to make audits, examinations, excerpts and transcripts. The right of access must not be limited to the required retention period, but shall last as long as the records are retained.

Article XIII. Defining Tribal Juvenile

A tribal juvenile (a.k.a. minor) detainee is defined as a male or female Tribal juvenile under eighteen (18) years of age who is detained in the legal custody of the Tonto Apache Tribe. This definition shall cease to apply to any Tribal juvenile detainee who has reached the age of

eighteen (18) years. Persons under the age of eighteen (18) emancipated by a court having jurisdiction, or convicted or incarcerated for a criminal offense as adults are not considered juveniles.

Article XIV. Miscellaneous

A. No Third Party Beneficiaries. Nothing in this Agreement is intended to create duties, obligations to, rights or remedies in third parties not a Party to this Agreement.

B. Non-Discrimination. The Parties to this agreement shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out the Party's duties and responsibilities pursuant to this Agreement.

C. Compliance with Laws. Each Party shall comply with all applicable federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, when acting under this Agreement. Any changes in applicable governing laws, rules and regulations during the terms of this Agreement shall apply but do not require an amendment.

D. Notices and Contact List. All notices, communications, and reports under this Agreement shall be provided as specifically set forth in This Agreement, and to the following:

Tonto Apache Tribe

Chairperson or Acting Chairperson
TONTO APACHE TRIBE
#30 Tonto Apache Reservation
Payson, Arizona 85541

Work: 928-474-5000
Fax: 928-474-9125

AND

Tribal Court Administrator
TONTO APACHE TRIBE
#30 Tonto Apache Reservation
Payson, Arizona 85541

Work: 928-474-5000
Fax: 928-474-9125

Gila County

Gila County Juvenile Detention Administrator
COUNTY OF GILA
1400 E. Ash Street
Globe, Arizona 85501

Work: 928-402-8607
Fax: 928-402-4276

Standard of Care. Nothing in this Agreement is intended to affect the legal liability of either Party to the Agreement by imposing any standard of care different from the standard of care imposed by applicable law.

E. Jurisdiction. Nothing in this Agreement shall be construed as otherwise limiting or extending the legal jurisdiction of any Party.

F. Conflict of Interest. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

G. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

H. Assignment. It is hereby agreed by the Parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.

I. Entire Agreement. This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the Parties under the same authority and direction as this Agreement has been executed.

Article XV. Effective Date of Agreement and Term

A. Initial Term. This Agreement shall become effective when adopted by resolution and fully executed by and under the authority of the governing body of each Party's jurisdiction and the initial term ("Initial Term") shall be for a period beginning on the date of Gila County's approval of This Agreement, and ending at 11:59 p.m. on September 30, 2016.

B. Automatic Renewal. Upon the expiration of the Initial Term, this Agreement shall be automatically renewed for a period of one (1) year, and from year to year thereafter, unless either Party provides written notice to the other Party on or before October 1, stating the Party's intent not to renew this Agreement upon the expiration of the applicable term.

TONTO APACHE TRIBE:

Ivan Smith, Chairman
Tonto Apache Tribe

1/9/12
Date

GILA COUNTY BOARD OF SUPERVISORS

Tommie C. Martin, Chairman Date

Attest:

Marian Sheppard, Chief Deputy Clerk Date

Approved as to form:

Bryan B. Chambers,
Chief Deputy County Attorney Date

RESOLUTION NO. 11-12-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL SERVICE AGREEMENT FOR HOUSING JUVENILE DETAINEES BETWEEN THE TONTO APACHE TRIBE AND GILA COUNTY, ON BEHALF OF THE GILA COUNTY JUVENILE DETENTION CENTER, ALLOWING THE GILA COUNTY JUVENILE DETENTION CENTER TO PROVIDE JUVENILE DETENTION SERVICES TO MEET THE NEEDS OF THE TONTO APACHE TRIBE.

WHEREAS, the Gila County Board of Supervisors is desirous of entering into an Intergovernmental Service Agreement for Housing Juvenile Detainees between the Tonto Apache Tribe and Gila County, on behalf of the Gila County Juvenile Detention Center.

NOW, THEREFORE, BE IT RESOLVED that we, the Gila County Board of Supervisors, do hereby authorize Tommie C. Martin, Chairman of the Gila County Board of Supervisors, to sign the Intergovernmental Service Agreement for Housing Juvenile Detainees that is between the Tonto Apache Tribe and Gila County, on behalf of the Gila County Juvenile Detention Center.

PASSED AND ADOPTED this 24th day of January 2012, at Globe, Gila County, Arizona

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chairman

Approved as to form:

_____

Bryan Chambers
Chief Deputy County Attorney

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-1034 **Regular Agenda Item 4- C**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Judy Smith, Grants and Special Projects Manager, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Grants & Special Projects
Fiscal Year:	2012	Budgeted?:	No
Contract Dates Begin & End:	4/1/2012 to 11/30/2012	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Michael O'Driscoll		

Information

Request/Subject

Approval to electronically submit a grant application to the Robert Wood Johnson Foundation in conjunction with the National Network of Public Health Institutes for funds in the amount of $5,000 to implement standard procedures for communicable disease investigations and reporting through the Quality Improvement (QI) Award Program.

Background Information

Quality Improvement in public health is defined as "the use of a deliberate and defined improvement process", which focuses on activities that are responsive to community needs and improving population health. It refers to a continuous and ongoing effort to achieve measurable improvements in the efficiency, effectiveness, performance, accountability, outcomes, and other indicators of quality in services or processes which achieve equity and improve the health of the community. The Division of Health & Emergency Services would like to apply for funds through this QI Awards Program to implement standard procedures for communicable disease investigations and reporting programs. We will be requesting funds in the amount of $5,000.

Evaluation

If awarded, this funding will allow the Division of Health & Emergency Services to complete a quality improvement project for its communicable disease program to improve our investigation and reporting processes. This project will be completed between April 1, 2012 and November 30, 2012. The purpose of this Robert Wood Foundation Award Program is to support local health departments at becoming more proficient in the adoption and application of quality improvement methods. If awarded, this Program provides for fifteen hours of individually tailored QI coaching from an experienced national public health specialist.

Conclusion

This Quality Improvement grant will provide the Department of Health & Emergency Services an opportunity to apply national standards and methods to make incremental program improvements with the guidance of an experienced QI coach. It is important to authorize the Department of Health & Emergency Services to submit this application electronically in the amount of $5,000.

Recommendation

The Division of Health & Emergency Services Director recommends authorization by the Board of Supervisors to submit this grant application to the Robert Wood Johnson Foundation in conjunction with the National Network of Public Health Institutes in the amount of $5,000 for an eight month project. No matching funds are required.

Suggested Motion

Information/Discussion/Action authorizing the Division of Health & Emergency Services to electronically submit the Quality Improvement Award Program grant application to the Robert Wood Johnson Foundation to complete a quality improvement project in the amount of $5,000. **(Michael O'Driscoll)**

Attachments

Grant Application for Agenda Item 1034

Strengthening the Community of Practice for Public Health Improvement (COPPHI): QI Award Program

Eligibility, Timeframe, & Funding Policy *

* Indicates required

Review and respond to the following.

1. Eligibility *

   - Applicant entities must be governmental public health departments (state, local, territorial, or Tribal)
   - Organizations that assist governmental public health departments (public health institutes, state associations of county and city health officials, etc.) are also eligible to apply in the following instances:
     - the organization is serving as a fiscal sponsor for the health department
     - the organization is working with the health department on a joint QI project

   Does the applicant organization meet the eligibility criteria?

   (●) **Yes**
   ( ) No

2. Timeframe *

   All QI Award Program recipients will receive a $5,000 award and 15 hours of individualized QI technical assistance to implement a QI project over an eight-month period between April 1, 2012-November 30, 2012.

   Are you able to implement a QI project within this timeframe?

   (●) **Yes**
   ( ) No

3. Funding Policy *

   Funds received under the QI Award Program may be used for project staff salaries, consultant fees, data collection and analysis, meetings, supplies, project-related travel, communications/marketing, and project supplies. Funds may not be used for lobbying activities; ongoing general operating expenses or existing deficits; items for which third-party reimbursement is available; endowments; or capital costs, including construction, renovation, or equipment.

   I have read and accept the funding policy.

   (●) **Accept**
   ( ) Do not accept

Strengthening the Community of Practice for Public Health Improvement (COPPHI): QI Award Program

Applicant Organization and Tax Verification *

* Indicates required

Provide the following information about the applicant organization. Include the formal legal name of the organization that, if approved, will receive the monetary award.

Organization *	Gila County Government
Address *	1400 East Ash St.
Address (line 2)	n/a
City *	Globe
State / Territory *	Arizona
Zip / Postal Code *	85501
Phone Number *	928-425-3231
Fax Number	928-425-0319
Website	gilacounty.gov

Tax Verification

1. Is the applicant organization tax-exempt under section 501(c)(3) of the Internal Revenue Code, or a state university, or a governmental entity? *

   (●) Yes ( ) No

Strengthening the Community of Practice for Public Health Improvement (COPPHI): QI Award Program

Applicant Information *

* Indicates required

- To save your partially completed page, scroll to the bottom of this page and select "Save, continue editing" or "Save, return home".
- To use the "Copy" feature" to copy completed organizational and address information to a new contact, choose a role from the drop-down menu and select the "Copy" button.

Primary Contact *

This is the person with the responsibility for carrying out the QI project. This person will be the primary recipient of all key correspondence: copy of award notice, post-award financial and monitoring and award closure.

Email *	jsartain@co.gila.az.us
Confirm Email *	jsartain@co.gila.az.us
Prefix	Ms.
First Name *	Jendean
Middle Name	n/a
Last Name *	Sartain
Suffix	n/a
Degree *	AAS Nursing
Health Dept or Org Name *	Gila County Health Department
HD or Org Name (line 2)	Gila County Division of Health & Emergency Services
Size of population served? *	52,199
Address *	5515 So. Apache #400
Address (line 2)	n/a
City *	Globe
Country	United States
State / Province / Territory *	Arizona
Zip / Postal Code *	85501
Phone Number *	928-402-8802
Extension	8802
Cell Phone	
Fax	928-425-7714

Website URL	www.gilacounty.gov

Authorized Official (Administrative Contact) *

This is the person who receives the subcontract for a project and whom the applicant organization has designated as being authorized to sign contracts on behalf of the organization. This person will receive a copy of the award notice.

Email *	modriscoll@co.gila.az.us
Confirm Email *	modriscoll@co.gila.az.us
Prefix	Mr.
First Name *	Michael
Middle Name	n/a
Last Name *	O'Driscoll
Suffix	n/a
Degree *	BS
Health Dept or Org Name *	Gila County Health Department
HD or Org Name (line 2)	Gila County Division of Health & Emergency Services
Address *	5515 So. Apache #400
Address (line 2)	n/a
City *	Globe
Country	United States
State / Province / Territory *	Arizona
Zip / Postal Code *	85501
Phone Number *	928-402-8767
Extension	8767
Cell Phone	
Fax	928-425-7714
Website URL	www.gilacounty.gov

Highest Ranking Official *

This person is generally the highest ranking individual of the applicant organization (e.g., Director, CEO, president). The award notice is addressed to this person.

E-mail *	modriscoll@co.gila.az.us
Confirm E-mail *	modriscoll@co.gila.az.us

Prefix	Mr.
First Name *	Michael
Middle Name	n/a
Last Name *	O'Driscoll
Suffix	n/a
Degree(s)	BS
Health Dept or Org Name *	Gila County Health Department
HD or Org Name (line 2)	Gila County Division of Health & Emergency Services
Address *	5515 So. Apache #400
Address (line 2)	n/a
City *	Globe
State / Territory *	Arizona
Zip or Postal Code *	85501
Office Phone Number *	928-402-8767
Extension	8767
Cell Phone Number	
Website URL	www.gilacounty.gov

Organization Financial Officer *

This is the person who is the official financial contact for the applicant organization.

E-mail *	jheatherly@co.gila.az.us
Confirm E-mail *	jheatherly@co.gila.az.us
Prefix	Mr.
First Name *	Joseph
Middle Name	n/a
Last Name *	Heatherly
Suffix	n/a
Degree(s)	BS, Business Administration
Health Dept or Org Name *	Gila County Government
HD or Org Name (line 2)	Gila County Government

Address *	1400 East Ash St.
Address (line 2)	n/a
City *	Globe
State / Territory *	Arizona
Zip or Postal Code *	85501
Office Phone Number *	928-425-3231
Extension	8743
Cell Phone Number	
Website URL	www.gilacounty.gov

Financial Contact *

This is the person with whom we can communicate regarding budgetary matters and who will submit the final invoice to the National Network of Public Health Institutes (NNPHI).

E-mail *	jheatherly@co.gila.az.us
Confirm E-mail *	jheatherly@co.gila.az.us
Prefix	Mr.
First Name *	Joseph
Middle Name	n/a
Last Name *	Heatherly
Suffix	n/a
Degree(s)	BS, Business Administration
Health Dept or Org Name *	Gila County Government
HD or Org Name (line 2)	Gila County Government
Address *	1400 East Ash St.
Address (line 2)	n/a
City *	Globe
State / Territory *	Arizona
Zip or Postal Code *	85501
Office Phone Number *	928-425-3231
Extension	8743
Cell Phone Number	

Website URL	www.gilacounty.gov

Strengthening the Community of Practice for Public Health Improvement (COPPHI): QI Award Program

QI Project Summary Information *

* Indicates required

Project Summary *

Briefly summarize the proposed QI project in no more than one paragraph or 2,000 characters, including spaces. This summary should address key components of your proposed QI project.

This project will address the issue of the lack of standard procedures for investigating and reporting of communicable diseases and proper training of staff who are frontline. We will introduce the Plan, Do, Check, Act (PDCA) model for continuous improvement to standardize procedures for investigating and reporting of communicable diseases and properly train staff to identify risks and prevent increased morbidity and mortality by limiting the spread of diseases. Staff will be fully trained to ensure a collaborative effort, with clear and accurate communication, understanding of roles and responsibilities, and consistency in reporting to the CDC and State of Arizona.

Strengthening the Community of Practice for Public Health Improvement (COPPHI): QI Award Program

Application I.D.: 10144
Applicant Organization Name: *Gila County Division of Health & Emergency Services*
Primary Contact Name: *Mr. Michael O'Driscoll, Director*

Proposal Narrative

The Gila County Health & Emergency Services Division (GCHESD) located in rural central Arizona focuses on population-level health serving a diverse population of 52,199 residents. A division wide reorganization in 2010 aligned all organizational units and staff positions with the essential services of public health and public health core competencies. The Division operates with three departments: Health Promotion, Disease Prevention, and Emergency Management with one office of quality improvement. GCHESD's vision is to continually improve the health of its residents by utilizing nationally accepted quality assurance and improvement techniques to assist in accomplishing our vision by continually monitoring communicable diseases and providing trained staff to investigate outbreaks.

With the restructuring of the division in 2010, it became apparent to the new administration that the need to implement division wide standard procedures for investigating and reporting communicable diseases was imperative. With the resignation of the person previously, solely responsible for epidemiological investigations, a program review was conducted and it was ascertained that current practices and procedures were inconsistent and inadequate. Data was incomplete and investigatory protocols were outdated. It has become obvious, that our communicable disease program is in need of standardized procedures, and staff training and that the need to adopt and apply a Quality Improvement process to the program is an absolute necessity and will continue to be our priority.

Implementing standard procedures for communicable disease investigations and reporting is vitally important to the residents of Gila County, and it is our responsibility as the Local Health Department to execute these duties competently. The ultimate goal of the GCHESD is to identify risks and prevent excess mortality among the citizens by preventing and managing outbreaks of communicable diseases. Improved reporting of diseases is an important component of surveillance, prevention, and control and will assist our division in meeting the State of Arizona mandated reporting requirements.

It is important to address the issue of the lack of standardized procedures for identifying and reporting of communicable diseases due to the fact that currently there is very little baseline data available to the new Health Department Director due to the resignation of the person previously responsible for communicable disease investigations and reporting. No complaint data or investigation narratives were available and had apparently not been utilized, which indicated to the new Department Director, the need to implement a continuous quality improvement model to improve the processes and outcomes with our communicable disease investigation program.

The goal of our QI project is to introduce the Plan, Do, Check, Act (PDCA) model for continuous improvement, to standardize procedures for investigating and reporting of communicable diseases, and properly train frontline staff to identify risks and ultimately prevent increased morbidity and mortality by limiting the spread of diseases. By utilizing accepted QI protocols to implement standard investigation and reporting procedures, it is also our goal that this will promote continuous quality improvement activities not only in one department, but in the division as a whole.

Outcomes will be measured through a variety of methods. Data for training and education will include documenting and tracking of the number of staff in need of training, the number of staff who received training, and the number of staff demonstrating competencies. Continuous monitoring of the processes and the data retrieved for reporting purposes will be on-going and documented. Staff training exercises will also assist in ascertaining areas in which future improvement can be made.

The expected outcomes of our focus on these areas is an improved ability to respond to public health threats such as future influenza pandemics or food borne illness outbreaks. By November 30, 2012, we intend to demonstrate that GCHESD has established, and adopted, standard program procedures and that staff have been fully trained and demonstrated their capabilities in communicable disease response, investigations and reporting.

At the conclusion of this eight (8) month project, data gathered will be evaluated and measured to determine the level of project success and effectiveness and baseline data will be acquired for measuring future continuous quality improvement. By using accepted QI protocols to implement standard investigation and reporting procedures, it is also an expected outcome that this will promote continuous quality improvement activities throughout the division as a whole.

PROJECT PLAN:

1. *Ensure staff participation and collaboration using the PDCA model, facilitated by our QI specialist to create a plan to improve investigating and reporting of communicable diseases.*
2. *Purchase necessary equipment, forms, and training materials etc. needed to implement the plan.*
3. *Provide staff training and education in preparedness and response with increased focus on tools and methods.*
4. *Implement data collection methods.*
5. *Monitor and document progress and efficacy.*

All of our planning, trainings and exercises will be developed and implemented according to the CDC guidelines for investigating communicable diseases.

TEAM MEMBERS: Management Team: Michael O'Driscoll, Director Health & Emergency Services, JenDean Sartain, Deputy Director Health, Debra Williams, Deputy Director Emergency Management, Lorraine Dalrymple, Health Services Program Manager, Shane Stuler, Environmental Health Manager. All team members have extensive experience and expertise in their respective fields.

Field staff to be trained: Joe Kline, Environmental Health Specialist, Mike Lemon, Environmental Health Specialist, Lucinda Campbell, Public Health Nurse, Virginia Scales, Public Health Nurse, Julie Mercer, Public Health Nurse, Patricia Celaya, Public Health Nurse, Betty Vanta, Communicable Disease Specialist. All team members have extensive experience and expertise in their respective fields. QI Specialist: Judy Smith. All team members will participate in the PDCA process for continuous quality improvement, and all training and training components will be documented.

AIM STATEMENT: The AIM of the Division of Health & Emergency Services is to formulate, implement and standardize new and effective procedures to investigate, mitigate, and report communicable diseases and properly train staff in the procedures, by November 30, 2012. Staff will be fully trained to ensure a collaborative effort, with clear and accurate communication, understanding of roles and responsibilities, and consistency in reporting to CDC and the State of Arizona.

The PHAB standards this project will meet are: 1.1, 1.2, 1.4, and 5.1 of the Public Health Accreditation Board. By performing quality improvement activities our Health Department will be able to meet standard 9.2.

Gila County QI Experience: As a rural county, Gila County has very limited experience in QI. In September of 2011 a Quality Improvement plan was implemented using the decision making process (PDCA) identified by the Public Health Accreditation Board. If successful in this proposal our QI plan will expand to encompass our entire Department of Health, Prevention, and Emergency Management.

It is the expectation of the Division Director that Continuous Quality Improvement activities will continue to be introduced into all programs and will expand to include all departments within our division within a 12 month timeframe. We hope and anticipate that our proposal will result in a positive outcome.

TOMMIE MARTIN, District I
P.O. Box 2297, Payson AZ 85547

MICHAEL A. PASTOR, District II
1400 E Ash Street, Globe, AZ 85501

SHIRLEY DAWSON, District III
1400 E. Ash Street, Globe AZ 85501

DON E. McDANIEL JR.
County Manager

Michael O'Driscoll
Division Director

GILA COUNTY DIVISION of HEALTH and EMERGENCY SERVICES

5515 South Apache Ave, Suite 400, Globe, AZ 85501
PHONE: (928) 425-3231 ext.8803 FAX: (928) 425-3996

National Network of Public Health Institutes
Supported by Robert Wood Johnson Foundation
QI Award Program

To Whom It May Concern:

It is my pleasure to write a letter in support of the Quality Improvement Grant being submitted to the Robert Wood Johnson Foundation by the Gila County Health & Emergency Services Department QI specialist.

This grant will allow us to pilot a QI project designed to improve our communicable disease investigation, reporting, and training program. As we move toward PHAB standards for local health departments, I am eager to launch this project in an effort to begin integrating those concepts and processes into our Public Health Department.

In conclusion, I fully support the efforts of our QI Specialist and Department of Health as they seek external funding to support a program designed to improve communicable disease investigations and reporting by utilizing national accreditation standards.

Sincerely,

Michael O'Driscoll

Michael O'Driscoll, Director
Gila County Health & Emergency Services

"Improving the Quality of Life for all Residents"

Reasonable accommodations for persons with disabilities may be requested.
Countywide TTY (928) 425-0839

ARF-1003 **Regular Agenda Item 4- D**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted For:	Steve Stratton, Public Works Division Director	Submitted By:	Valrie Bejarano, Contracts Support Specialist, Finance Department
Department:	Public Works Division	Division:	Facilities
Fiscal Year:	FY 2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	8-18-11 to 8-17-12	Grant?:	No
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Approve the County use of the City of Tempe Contract No. T08-186-01 for Security System Installation with Stanley Convergent Security Solution, Inc. through Cooperative Purchasing

Background Information

The Facilities Department is working on a project to upgrade the current security system in the Globe Courthouse per direction of the Board of Supervisors.

In the past the County has used the City of Tempe contracts as part of the Strategic Alliance for Volume Expenditures (S.A.V.E) cooperative purchasing program in order to save the County the time and money involved in the the bidding process by using a contract already established with a discounted rate.

All agencies who have signed the Cooperative Purchasing Agreement with S.A.V.E. have the availability to use each agencies contracts. Gila County and the City of Tempe are both members of S.A.V.E.

Evaluation

This first phase of security to be implemented at the Courthouse will involve controlling access to the third floor offices and judges chambers. Controlling access to certain areas of the third floor will allow the court staff and public a measure of security that doesn't currently exist.

The estimated cost for the courthouse 3rd floor is $32,155.91.
The estimated cost for the elevator and stairwell is $18,802.51.

Conclusion

By using the the City of Tempe contract with Stanley Convergent Security Solution, Inc. for Security System Installation and Maintenance, it will save the County time and money in having to go out for bids to establish a contract for the service when the contract has already been established and is in place through cooperative purchasing with a discounted rate.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve the use of the City of Tempe Contract T08-186-01 for Security System Installation and Maintenance for Gila County.

Suggested Motion

Information/Discussion/Action to approve the County's use of the City of Tempe Contract No. 108-186-01 between Gila County and Stanley Convergent Security Solution, Inc., whereby the contractor will provide security system installation and maintenance to Gila County from December 20, 2011, to August 17, 2012. **(Steve Stratton)**

Attachments

Stanley Projected for Project

S.A.V.E. Cooperative Purchaing Agreement

City of Tempe Contract T08-186-01 with Stanley Security

Legal Approval

STANLEY
Security Solutions

Stanley Convergent Security Solutions, Inc.

Equipment & Labor Summary

GILA COUNTY
4053 E HWY 60
MIAMI, AZ 85539

John Navarro
Stanley CSS
2440 W. Mission Ln. #1
Phoenix, AZ 85021
Ph. 602-625-6363
Fax. 602-674-5110

Proposal Generated: 11/28/2011

Add card access to the outside call buttons into the elevator on three floors North side.
Add a card reader on the inside of the elevator to control three floors.
traveling cable and cab penetration by tyessen elevator company.
Add card access to three doors on the North stairwell and three doors on the South stairwell.
Doors have existing NEW Precision ELR exit devices.
Stanley CSS will supply power supplies and door loops for all six doors.
Stanley will also run 10 feet of conduit to each hinge to ceiling.
program all card readers into BASIS system.

Qty	Description	Part Number	Unit Price	Total Price
10	Xceed ID Mini-Mullion 125 Khz Prox Reader	XF1050	$97.64	$976.40
5	Dual Reader Interface Module	BAS-1320	$777.07	$3,885.35
5	12"X12"X4" Mult. Elec Knockouts, Heyhole	BW-BW106BP	$44.18	$220.90
6	Sentrol Indrustrial Magnetic Contact	SR-2505AL	$39.75	$238.50
13	12V 7AH BATTERY	NP712	$26.32	$342.16
1	Al600ULX-R 12/24 VDC 5A Fire Listed, Altronix	AX-AL600ULX	$416.74	$416.74
6	MagLocks or Door Strikes: Securitron Door Loops	TSB-C	$22.61	$135.66
60	Wire / Plenum / Specialty: Conduit	3/4"EMT	$9.98	$598.80
6	PRESICION ELR POWER SUPPLY	0L-ELR150	$535.50	$3,213.00
	Equipment Total			**$10,027.51**
	Labor & Additional Total			**$8,775.00**

Actual Install Sale Price **$18,802.51**

120 vac to (7) power supplies by owner
Elevator cab traveling cable by elevator company
Elevator cab penetration by elevator company

Stanley Convergent Security Solutions, Inc.

Equipment & Labor Summary

GILA COUNTY
4053 E HWY 60
MIAMI, AZ 85539

Proposal Generated: 1/6/2012

John Navarro
Stanley CSS
2440 W. Mission Ln. #1
Phoenix, AZ 85021
Ph. 602-625-6363

ADD CARD ACCESS ON (12) DOORS PER PLANS AND SURVEY.
ADD DOORS TO EXISTING BASIS CARD ACCESS SYSTEM.
(10) DOORS LOCATED ON 3RD FLOOR.
(2) DOORS LOCATED ON 1ST FLOOR.
ADD (8) DOOR RELEASE BUTTONS PER DRAWING
INSTALL POWER SUPPLIES AND PANELS IN SOUTH ELECTRICAL ROOM NEXT TO ELEVATORS.
WIRE COMMUNICATIONS CABLE TO 1ST FLOOR IT CLOSET.
120 VAC TO ALL POWER SUPPLIES BY OWNER.
PER CITY OF TEMPE CONTRACT # T08-186-01

Qty	Description	Part Number	Unit Price	Total Price
12	BASIS Xceed ID Mini-Mullion 125 Khz Prox Reader	XF1050	$97.64	$1,171.68
6	BASIS Dual Reader Interface Module	BAS-1320	$777.07	$4,662.42
6	BASIS 12"X12"X4" Mult. Elec Knockouts	BW-BW106BP	$44.18	$265.08
4	Sentrol Door Switch 3/4 Inch White	SR-1078CW	$12.42	$49.68
6	YUASA 12V 7AH BATTERY	NP712	$26.32	$157.92
1	BASIS AI400ULX 12/24 VDC 4.0A Ba, Fire & Access Listed W/Cab, Altronix	AX-AL400ULX	$291.71	$291.71
2	BASIS AI600ULX-R 12/24 VDC 5A Fire Listed, Altronix	AX-AL600ULX	$416.74	$833.48
6	BEST ELECTRIFIED CYLINDRICAL LOCK (613) DEU/RQE	45HD715J613IDH	$871.64	$5,229.90
6	Stanley Electrified Hinge	CECB179-66 613	$137.73	$826.38
6	Adams Rite 8800 RIM EXIT DEVICE 36" 613	8801ELD-36-24 613	$804.24	$4,825.44
2	Securitron Door Loops	TSBC	$22.61	$45.22
8	Door Releas Buttoms	hub2sa	$34.00	$272.00
lot	Twisted Shielded Plenum Cabling	Belden	$1,890.00	$1,890.00
	Equipment Total			**$20,520.91**

INSTALLATION	**97 HRS**	$6,305.00
WIRING	**38 HRS**	$2,470.00
PROGRAMMING AND TESTING	**6 HRS**	$390.00
APPLICATIONS ENGINEERING	**4 HRS**	$260.00
PROJECT MANAGEMENT	**26 HRS**	$1,690.00
TRAVEL	**8 HRS**	$520.00

Installation, Wiring, Testing, Porogramming, Travel and Perdium	**$11,635.00**
Actual Install Sale Price	**$32,155.91**

Strategic Alliance for Volume Expenditures

S.A.V.E. --- Cooperative Purchasing Agreements

The following **247** agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as of **January 10, 2012.**

Municipalities
City of Apache Junction
City of Avondale
City of Bullhead City
City of Casa Grande
City of Chandler
City of Cottonwood
City of Douglas
City of Eloy
City of Flagstaff
City of Glendale
City of Goodyear
City of Maricopa
City of Mesa
City of Page
City of Peoria
City of Prescott
City of Safford
City of Scottsdale
City of Sierra Vista
City of Somerton
City of Surprise
City of Tempe
City of Tucson
City of Willcox
City of Winslow
City of Yuma
Town of Buckeye
Town of Camp Verde
Town of Cave Creek
Town of Florence
Town of Fountain Hills
Town of Gila Bend
Town of Gilbert
Town of Marana
Town of Oro Valley
Town of Paradise Valley
Town of Prescott Valley
Town of Queen Creek
Town of Sahuarita
Town of Superior

Counties
Apache County
Cochise County
Coconino County
Gila County
Graham County
La Paz County
Maricopa County
Mohave County
Navajo County
Pima County
Pinal County
Santa Cruz County
Yavapai County
Yuma County

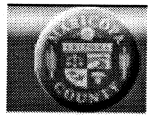
Higher Education
Arizona State University
Arizona Western College
Central Arizona College
Central Arizona Valley Institute of Technology (CAVIT)
Cochise County Community College District
Coconino County Community College District
Dinè College
Maricopa Community College District
Mohave Community College
Northern Arizona University
Pima Community College
Pima Prevention Partnership dba Pima Partnership Academy, Pima Partnership High School & Phoenix Collegiate High School
University of Arizona
Yavapai College

Political Agencies
Arizona Supreme Court
Central Arizona Project
Central Arizona Water Conservation District (CAWCD)
Central Yavapai Fire District
Drexel Heights Fire District
Maricopa Association of Governments
Maricopa Integrated Health System
Mountain Institute JTED
Mt. Lemmon Fire District
North Country Community Health Center
Northeast AZ Tech Institute of Voc Ed
Pima County Joint Technology District #11 (JTED)
Pima County School Reserve Fund
Superior Court of Arizona, Maricopa County
Superstition Mtn Community Facilities District
Tucson Airport Authority
Valley Metro Regional Public Transit Authority
Phoenix-Mesa Gateway Airport Authority

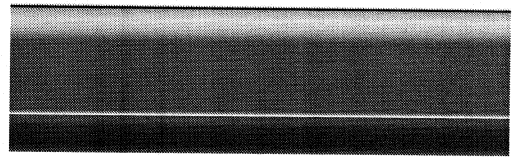
School Districts
Agua Fria Union High School District # 216
Alhambra Elementary School District # 68
Altar Valley School District #51
Amphitheater Unified School District #10
Antelope Union High School #50
Apache Junction Unified School District # 43
Arlington Elementary School District #47
Avondale Elementary School District #44
Balsz Elementary School District #31
Beaver Creek School District #26
Benson Unified School District #9
Bisbee Unified School District #2

Blue Ridge Unified School District #32
Bonita School District #6
Buckeye Elementary School District #33
Buckeye Union High School District #201
Bullhead City Elementary School District #15
Camp Verde Unified School District #28
Cartwright Elementary School District #83
Casa Blanca Middle School dba Vah Ki Middle School
Casa Grande Elementary School District
Casa Grande Union High School District
Catalina Foothills Unified School District #16
Cave Creek Unified School District #93
Cedar Unified School District #25
Chandler Unified School District # 80
Chinle Unified School District #24
Chino Valley Unified School District #51
Clarkdale-Jerome School District #3
Coconino County Regional Accommodation District #99
Colorado River Union High School District
Continental Elementary School District #39
Coolidge Unified School District #21
Cottonwood-Oak Creek School District #6
Crane Elementary School District # 13
Deer Valley Unified School District #97
Double Adobe Elementary School District #45
Douglas Unified School District #27
Dysart Unified School District # 89
East Valley Institute of Technology
Eloy Elementary School District #11
Elfrida Elementary School District #12
Flagstaff Unified School District # 1
Florence Unified School District # 1
Flowing Wells Unified School District #8
Fort Huachuca Accommodation School District
Fort Thomas Unified School District #7
Fountain Hills Unified School District #98
Fowler Elementary School District #45
Gadsden Elementary School District # 32
Ganado Unified School District #20
Gila Bend Unified Schools
Gilbert Unified School District #41
Glendale Elementary School District #40
Glendale Union High School District
Globe Unified School District #1
Grand Canyon Unified School District #4
Hackberry Elementary School District #3
Heber-Overgaard Unified School District #6
Higley Unified School District #60
Holbrook Unified School District #3
Humboldt Unified School District #22
Hyder Elementary School District #6
Indian Oasis-Baboquivari School District #40
Isaac Elementary School District # 5
J.O. Combs Elementary School District #44
Joseph City Unified School District #2
Kayenta Unified School District #27
Kingman Unified School District #20
Kyrene Elementary School District #28
Lake Havasu Unified School District # 1
Laveen Elementary School District #59
Liberty Elementary School District #25
Litchfield Elementary School District #79
Littlefield Unified School District #9
Littleton Elementary School District #65
Madison Elementary School District #38
Maine Consolidated School District
Mammoth-San Manuel Unified School District #8
Marana Unified School District #6
Maricopa Regional School District #509
Maricopa Unified School District
Mayer Unified School District #43
Mesa Unified School District # 4
Mobile Elementary School District #86
Mohave Valley Elementary School District #16
Mohawk Valley School District # 17
Morenci Unified School District #18
Murphy Elementary School District #21
Naco Unified School District #9
Nadaburg Elementary District #81
Nogales Unified School District # 1
Osborn Elementary School District #8
Page Unified School District #8
Palo Verde Elementary School District #49
Paradise Valley Unified School District #69
Parker Unified School District #27
Patagonia Elementary School District #6
Patagonia Union High School District #92
Payson Unified School District #10
Peach Springs Unified School District #8
Pendergast School District #92
Peoria Unified School District #11
Phoenix Elementary School District # 1
Phoenix Union High School District #210
Picacho Elementary School District #33
Pima Unified School District #6
Pine Strawberry Elementary School District #12
Pinon Unified School District #4
Prescott Unified School District #1
Quartzsite Elementary School District #4
Queen Creek Unified School District # 95
Red Mesa Unified School District
Riverside Elementary School District #2
Roosevelt Elementary School District # 66
Round Valley Unified School District #10
Sacaton Elementary School District #18
Saddle Mountain Unified School District #90
Safford Unified School District #1
Sahuarita Unified School District #30
Sanders Unified School District #18
Santa Cruz Valley Unified School District #35
Santa Cruz Valley Union High School District #840
Scottsdale Unified School District # 48
Sedona-Oak Creek Unified School District #9
Sentinel Elementary School District #71
Show Low Unified School District #10
Sierra Vista Unified School District # 68
Snowflake Unified School District #5
Somerton Elementary School District #11
Stanfield Elementary School District #24
St. David Unified School District #21
St. Johns Unified School District
Sunnyside Unified School District #12

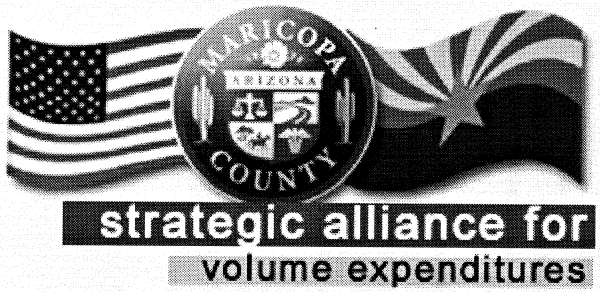
Superior Unified School District #15
Tanque Verde Unified School District #13
Tempe Elementary School District # 3
Tempe Union High School District # 213
Thatcher Unified Schools
Toltec Elementary School District #22
Tolleson Elementary School District #17
Tolleson Union High School District # 214
Tombstone Unified School District #1
Tuba City Unified School District #15
Tucson Unified School District
Union Elementary School District #62
Vail Unified School District #20
Valley Union High School District #22
Washington Elementary School District # 6
Wellton Elementary School District #24
West-MEC District #402
Whiteriver Unified School District #20
Wickenburg Unified School District #9
Willcox Unified School District
Williams Unified School District #2
Wilson Elementary School District #7
Window Rock Unified School District #8
Winslow Unified School District #1
Young Public School District
Yuma Elementary School District # 1
Yuma Union High School District # 70



Office of Procurement Services



S.A.V.E. Cooperative Purchasing Group Intergovernmental Agreement



The contract listing included here is updated quarterly and is not a complete listing of contracts available to SAVE Agency Members. Please visit SAVE Agency Member sites for all available contracts. In order to utilize these contracts, you must be a participant in the S.A.V.E. Cooperative Purchasing Group Intergovernmental Agreement.

GPPCS and SAVE are both Purchasing Consortiums that are comprised from the Cooperative Purchase Agreements that each public member entity has signed in order to participate in the various cooperative contracts.

What is a GPPCS/SAVE Contract? In reality, there is no such thing as a GPPCS or SAVE contract. Rather, participating member's, often referred to as "lead entities" issue and award contracts as a result of Invitations for Bids (IFB's) and Request for Proposals (RFP's) that include cooperative purchasing language. GPPCS and SAVE do not issue IFB's or RFP's or award contracts, nor do they endorse any contract that may contain cooperative language. If you are looking for a GPPCS or SAVE contract, the

question you first need to answer is which "lead entity" awarded the contract.

Vendors who have been awarded contracts with GPPCS or SAVE cooperative language should be aware that each potential participating member entity reserves the right to perform a separate "due diligence" review to ensure the resultant award complies with that entities procurement rules and regulations. To help facilitate a member's due diligence review, vendors should be able to readily identify the lead entity that awarded the contract, rather than use the blanket statement of "I was awarded a GPPCS/SAVE contract".

- City of Chandler
- City of Glendale
- Maricopa Community Colleges
- City of Mesa
- City of Peoria
- City of Scottsdale
- City of Tempe
- Town of Queen Creek

- Contract Listing
- Meeting Calendar
- List of All Participating Agencies
- The SAVE Co-op agreement and a sample signature page

This page last updated on:
1/10/2012 10:03 AM

General Admin Hours
Mon-Fri: 8am-5pm
except holidays

Maricopa County Office of Procurement Services
320 West Lincoln, Second Floor
Phoenix, AZ 85003
Phone: (602) 506-3967 // Fax: (602) 258-1573

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Maricopa County || 301 W. Jefferson St. || Phoenix, AZ 85003
602-506-3011

1.0 MARICOPA COUNTY STANDARD CONTRACTUAL TERMS AND CONDITIONS FOR INVITATION FOR BIDS:

1.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

1.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

1.3 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

1.4 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

1.5 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of

capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

1.6 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

1.7 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

1.8 SUBCONTRACTING:

The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

1.9 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

1.10 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

1.10.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

1.10.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall

reimburse Maricopa County for the services not so adequately supported and documented.

1.11 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

1.12 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

1.13 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

1.14 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

1.14.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy, ;

1.14.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

Contract Renewal Notice

Tempe

City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

Contract Number: T08-186-01

Issue Date: 06/09/2011
Vendor Number: 0000080376

Stanley Convergent Security Solution, Inc
55 Shuman Blvd, Ste. 900
Naperville, IL 60563

Contract Renewal: 08/18/2011 Through
Contract Expiration: 08/17/2012

Contract Description: Security System Installation & Maintenance

Contract Term Status: 2

Contract Renewal Information:

The above referenced contract is requested to be renewed under the same terms and conditions of the above referenced contract and at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach the price increase justification documentation with this renewal notice. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. If contractor is willing to renew at the current contract rates then only the completion and return of this form is necessary. All contract renewals with an annual value of $50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contracts. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Contractor hereby acknowledges receipt and understanding of above Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted as noted below. In accordance with A.R.S. 35-397, the firm hereby certifies that it does not have scrutinized business operations in Iran or Sudan.

The City requires the following paragraph to be added to the above referenced contract as part of this renewal:

Legal Compliance: Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

City of Tempe Procurement Officer: Tony Allen
City of Tempe Contracts Compliance: Alicia Ruiz

Phone No. (480) 350-8548
Phone No. (480) 350-8648

To Be Completed and Signed By Contractor

Contractor's Name: Stanley CSS E-mail Address: JNavarro@stanleyworks.com
Contractor's Mailing Address: 2440 W. Mission Ln. Phoenix, AZ 85021.
Contractor's Phone/FAX: Phone No. (602) 625 - 6363 Fax No. (602) 674 - 5110
Contractor's Authorized Signature _____ Date: 6-9-2011
Insurance Expiration Date: 07/01/2011 Contractor must provide insurance renewal by: 07/01/2011

City of Tempe Contract Renewal Acceptance

City Procurement Officer Signature	Date	Central Services Administrator Signature	Date
_____	7-8-2011	_____	7/10/11

CSP217R (5/08)

CONTRACT AWARD NOTICE

Tempe

Vendor ID 0000080376
STANLEY CONVERGENT SECURITY SOLUTION INC
55 SHUMAN BLVD STE 900
NAPERVILLE IL 60563

Contract ID	Page
T08-186-01	1 of 1
Contract Date	
08/18/2008 to 08/17/2010	
Description:	
Security system purchase, inst	

PO ADDRESS
20 E 6TH ST
Tempe AZ 85281
(602) 350-8324
www.tempe.gov/purchasing

Line #	Item Desc	Qty	UOM	Amt
1	Hourly rate for installation and testing	1.00	EA	65.00
2	Hourly rate for non-warranty service (normal working hours)	1.00	EA	75.00
3	Hourly rate for non-warranty service (after hours)	1.00	EA	115.00
4	Part discount per proposal		EA	0.00

This Contract Award Notice is issued for the purchase of Security System purchase, installation and maintenance per the terms, conditions, specifications and requirements of Bid # 08-186. The contract shall remain in effect through 08/17/2010 unless extended, renewed or cancelled per terms and conditions of Contract number T08-186-01. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

The Contract number T08-186-01 must appear on all receivers, invoices and statements. Invoices must be segregated by City departments and mailed directly to each City customer department. Invoices must be mailed to the following address: City of Tempe, Department and contact Person, P.O. Box 5002, Tempe, AZ. 85280. Statements must be mailed to: City of Tempe, Accounting PO Box 5002, Tempe, Arizona 85280.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Vendor Contact: John Navarro

Phone: 602/625-6363

Email: jnavarro@stanleyworks.com

Tony Allen
Procurement Officer

Michael Greene, CPM
Central Services Administrator

THIS IS NOT A PURCHASE ORDER

All terms and conditions of this Award Document are per the City's Solicitation Document

Vendor's Proposal Offer

It is REQUIRED that Proposal Offeror COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Proposal Offer", late proposal response and/or a materially incomplete response will be considered non-responsive and rejected.

Proposal offeror is to type or legibly write in ink all information required below.

Proposal Offeror's Company Name Stanley Convergent Security Solutions

Company Mailing Address 2440 W. Mission Ln. Suite #16

Company Street Address Same

Proposal Offeror Contact John Navarro Title Sr. Systems Integrator

Contact's Phone No. 602-625-6363 E-mail Address JNavarro@stanleyworks.com

Proposal Offeror's Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No. 07-536574-D or

Arizona Use Tax No. _____

Federal I.D. No. 35-1842918

City & State Where Sales Tax is Paid Phoenix, AZ

THIS PROPOSAL IS OFFERED BY

Authorized Proposal Offeror (Type or Print in ink) John Navarro

Proposal Offeror's Title (Type of Print in ink) Sr. Systems Integrator

Date 7-2-08

REQUIRED SIGNATURE OF AUTHORIZED PROPOSAL OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other offeror or potential offeror. Failure to sign and return this form with proposal offer will result in a non-responsive proposal.

Signature of Authorized Proposal Offeror 7-2-08 **Date**

Form 201-B (RFP)
(H:/RFP 3-2002)

INSTRUCTIONS TO PROPOSAL OFFERORS

Please note that these Instructions are to be read and followed by any proposal offeror and/or contracted vendor and that failure to follow these Instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Proposal Response:** It is the offeror's responsibility to examine this entire Request For Proposal (RFP) document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check all proposal responses for completeness and accuracy before submitting a proposal. Concerns about any obvious errors, points of confusion and/or possible improprieties in this RFP that are apparent before the proposal opening date are to be filed with the City Procurement Office prior to the scheduled proposal opening date. Negligence in preparing a proposal response confers no right of withdrawal after proposal due date and time.

   The City will not reimburse the cost of developing, presenting or providing any proposal response to this RFP.

2. **Late, Unsigned and/or Incomplete Proposal Response:** A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected. The City will not accept a signed letter by proposal offeror in lieu of a signed "Vendor's Proposal Offer", Form 201-B (RFP) as provided in this RFP.

3. **Inquiries:** Questions regarding this RFP are to be directed only to the City Procurement Officer identified on the cover page of this document, Form 201-A (RFP); unless another City contact is specifically named in this RFP. Questions should be submitted in writing, when time permits. When sending correspondence related to this RFP identify within the letter, the appropriate RFP number, page and paragraph at issue. However, offeror (vendor) must not place the RFP number on the outside of an envelope containing questions, since the envelope may be identified as a sealed proposal response and not opened until the official proposal opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before proposal opening and those received within ten (10) days of proposal opening may not be answered.

4. **Proposal Conference:** If a Proposal Conference is scheduled, it is the offeror's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an offeror may withdraw their proposal. Offeror must present identification and documentation to indicate their authority to withdraw a proposal response.

6. **Proposal Addendum(s):** Receipt and acceptance of a RFP Addendum is to be acknowledged by signing and returning the document either with the proposal response or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the proposal offer non-responsive to that portion of the RFP as materially affected by the respective addendum.

7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within thirty (30) calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within thirty (30) calendar days from receipt of monthly statement.

8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

9. **Compliance with City Solicitation Requirements and Award of Contract:** Unless the offeror states otherwise or unless it states otherwise in this RFP, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this RFP.

A proposal response is an offer to contract with the City based on the terms, conditions and specifications contained in this RFP. An offeror does not become a Contractor unless they receive a formal contract award from the City Procurement Office. Unless this RFP includes a separate contract document or requires the offeror to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful offeror. Proposal offers that take exception to the terms, conditions, specifications and/or other requirements stated within this RFP will cause the proposal offer to be considered as non-responsive. Exceptions will be evaluated on an individual basis to determine their compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification stated within this solicitation document.

10. **Taxes:** Propose all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this RFP, do not include any Sales, Use or Federal Excise Tax in your proposal pricing. The City is exempt from payment of Federal Excise Tax. For proposal evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.

11. **Payment By City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each offeror indicate on the Price Sheet (pricing section) of this RFP, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a proposal response.

12. **Proposal Results:** Offerors are invited to attend the scheduled proposal opening at which the name of each offeror will be publicly read (not prices). After award of proposal, an appointment may be made with the City Procurement Officer (identified on the cover page of this RFP) and the proposal documents may be reviewed with the Procurement Officer. Formal award recommendations will be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a proposal may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.

13. **Protests:** Any actual or prospective offeror who is aggrieved in conjunction with this RFP or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this RFP that are apparent before the proposal opening shall be filed before proposal opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.

14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this RFP and is to be completed by proposal offeror and submitted with the proposal response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. **Compliance of Proposal Offeror/Contractor Forms:** Any forms (for example, separate contract, maintenance agreement, training agreement) intended by the proposal offeror and/or contractor to be utilized in relationship to any resulting contract must be submitted with proposal offer. Proposal offeror and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this RFP may cause the proposal response to be considered as non-responsive and rejected from consideration or a contract award to be void. Absolutely no proposal offeror/contractor form will be considered unless submitted with proposal response and approved by the City Procurement Office. No City department is authorized to sign any proposal offeror and/or contracted vendor form(s) in relationship to this RFP and/or subsequent contract without the City Procurement Office

first reviewing the document for compliance with the City's solicitation and stamping/initialing the document as being in compliance.

16. **Proposal, Offer and Contract:** Proposal offers that take exception to Special Terms & Conditions stated within this RFP may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a RFP. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "Contractor".

    Any language in proposal offers that takes exception or provides different or conflicting terms, conditions, obligations, specifications, and/or requirements then those contained in the City's Standard Terms and Conditions or Special Terms and Conditions are deemed rejected by the City and are not included in the contract unless expressly agreed to in writing by the City.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and complied with by proposal offeror and/or contracted vendor and that failure to follow these requirements may result in rejection of a proposal response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Proposal Offer", Form 201-B (RFP), the offeror certifies:

   A. The submission of the proposal offer response did not involve collusion or other anti-competitive practices.

   B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

   The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all proposals and contracting activities conducted by the City.

   C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" , Form 201-B (RFP) or signing it with a false statement shall void the submitted proposal offer and/or any resulting contract. In addition, the vendor may be debarred from future proposal and bidding participation with the City and may be subject to such actions as permitted by law.

   D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this RFP and resultant contract award. Violation of this condition will be grounds for contract termination by the City.

2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.

3. **Applicable Law:** This contract shall be governed by, and the City and contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this RFP and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and Contractor.

5. **Contract Formation:** This contract shall consist of this RFP document and the proposal offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's RFP shall govern. The City's RFP shall govern in all other matters not affected by a written contract. All previous contracts between the offeror and the City are not applicable to this contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.

6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.

7. **Contract Modifications:** This contract may only be modified by a written Contract Modification issued by the City Procurement Office and counter-signed by the contractor.

8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this RFP and contract are not materially vitiated.

10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this RFP. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.

13. **Rights and Remedies:** No provisions of this RFP document or in the vendor's proposal response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.

15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. 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, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, 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 by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this RFP shall receive any direct or indirect benefit from the use of these specification.

17. **Public Record:** After award of contract, proposal responses shall be considered public record and subject to review. If an offeror believes a specific section of its proposal response is confidential, the offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.

18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38.511.

SPECIAL TERMS AND CONDITIONS

Proposal offers that take exception to Special Terms & Conditions stated within this RFP may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a RFP. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "Contractor".

1. **City Procurement Document:** This RFP is issued by the City Procurement Office. No alteration of any portion of this RFP document by an offeror is permitted and any attempt to do so shall result in offeror's proposal response being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this RFP to be valid and irrevocable for one hundred twenty (120) days after the proposal opening time and date.

3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.

4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of twenty-four (24) month(s) thereafter, unless terminated, canceled or extended as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for ninety (90) days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods of up to a maximum of thirty-six (36) additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of twelve (12) months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.

6. **Cooperative Use of Contract:** In addition to the City of Tempe this contract may be extended for use by other municipalities and government agencies of the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Contractor(s).

7. **Contract Termination:** This contract may be terminated without default by the City by providing a written sixty (60) day notice of termination to the other party.

8. **Cancellation of Term Contract:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the Contractor for acting or failing to act as follows:

   A. The Contractor provides material that does not meet the specifications of the contract;

   B. The Contractor fails to adequately perform the services set forth in the specifications of the contract;

   C. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;

D. The Contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Contractor to adequately address all issues of concern may result in the City resorting to any one or to any combination of the following remedies:

A. Cancel any contract;

B. Reserve all rights or claims to damage for breach of any covenants of the contract;

C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor;

D. In case of default, the City reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the Contractor by:

i) Deduction from an unpaid balance;

ii) Collection against the bid and/or performance bond, or;

iii) Any combination of the above remedies or any other remedies as provided by law.

9. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection.

10. **Three Hundred Sixty-Five (365) Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for three hundred sixty-five (365) days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the contractor shall not be eligible to receive an additional increase until one year from the date of the last approved price increase.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, it is the Contractor's responsibility to contact the Procurement Office to assure the price increase request was received.

The Contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

11. **Responsiveness To Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if offeror's proposed product(s) and/or service(s) is/are capable of performing the function.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If the offeror has an alternate method of performing functional tasks, then such method is to be listed as an "alternate", and described in full detail within the written proposal response. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by a responsive offeror. Should no offeror be found totally responsive to all designated RFP requirements, the City at its option, may either award the contract to the most responsive offeror or cancel the RFP and issue another RFP for the need under revised specifications.

12. **Current Products:** All offers made in response to this RFP shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this RFP. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.

13 **Inventory:** The City has an ongoing requirement for the material indicated in this RFP1. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.

14 **Minimum Seven (7) Year Local Inventory:** Due to the extreme importance of the material(s) (equipment/product) to be purchased from this contract, the offeror (if awarded the contract) agrees to maintain a local inventory of parts and maintenance supplies for a minimum of seven (7) years beyond the installation and acceptance of the installed equipment. Thereafter, the offeror, if awarded the contract (Contractor) agrees to provide the City with at least a ninety (90) day notice of any plans to relocate or discontinue maintenance parts and supplies that are critical to the upkeep of provider's (seller's) equipment installed as result of this RFP.

Failure to maintain this provision will entitle the City to pursue legal action for damages against equipment provider (seller).

15 **Local Inventory Stocking:** In order to assure that any ensuing contracts will provide the necessary delivery support required for the items specified, each offeror must have local a inventory warehouse facility. Each facility must be staffed by trained personnel and have sufficient inventory in order to provide quality service on a timely basis. The City Procurement Office may inspect the Warehouse facility to determine adequacy.

16. **Local Maintenance:** In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each offeror must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the material (equipment/product) specified. The City Procurement Office may inspect the maintenance facilities to determine adequacy.

17. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

18. **Permits:** The Contractor shall be responsible for obtaining all required permits for installations.

19. **Safety Standards:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

20. **Site Clean-Up:** The Contractor shall, at the completion of this contract, remove all debris, unused materials, apparatus, equipment, etc., and clean up the area leaving the premises clean and orderly, returning to the original conditions.

21. **Insurance:** Prior to commencing any work or services under this contract, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages 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.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations, and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.

3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.

4. Other Insurance: (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:

   a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.

b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.

d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this Request For Proposal. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.

2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.

3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.

5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-VII.

6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two (2) years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

22. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the identity of the RFP for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this RFP shall be shown only to City Personnel having a legitimate interest in the evaluation. "PRICES SHALL NOT BE READ". After contract award, the proposals and the evaluation documentation shall be open for public inspection.

23. **Proposal Evaluation:** In competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP. The City shall be the sole judge as to the acceptability of the products and/or services offered.

24. **Payments - After Monthly Statement:** Payment in full shall be made to the successful contractor within thirty (30) days after receipt and acceptance of monthly-itemized statement. Unless terms other than net thirty (30) days are offered as a discount.

25. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

26. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.

27. **Confined Space Work:** The Contractor shall comply with all applicable federal, state, local health and safety regulations, ordinances, and requirements. In addition, the following requirements are applicable for City construction projects.

The Contractor shall implement a permit-required confined space program as specified under 29 CFR 1910.146 for all work that encompasses a space that 1) is large enough and so configured that an employee can bodily enter and perform assigned work; 2) has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and 3) is not designed for continuous employee occupancy.

28. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall respect other personnel at the work site. Abusive language, ethnic and racial slurs, sexual comments and jokes, shouting, and gestures toward other personnel will not be tolerated. Any occurrence will result in immediate action with possible dismissal of that employee.

Employees will be neatly dressed with badges or uniforms that identify them as employees of the Contractor.

29. **Safety, Health and Sanitation:** The Contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code.

The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this contract. The Contractor(s) shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The Contractor(s) shall also take any necessary actions as directed by the City Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site.

Precaution shall be exercised by the Contractor(s) at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated thereunder.

30. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor(s)' responsibility will not be released until the project has been completed and accepted.

If damage is caused by the Contractor, the Contractor shall restore at no cost to the Citye, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed-off the completion and acceptance.

Contractor shall not dump spoils or waste material on private or private public property without first obtaining from the owner written permission for such dumping.

31. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective contract obligation is completed and accepted by the City. The Contractor(s) shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City. Partial payment for any completed portion of work shall not release the Contractor(s) from such responsibility.

32. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City sites. The Contractor must, however, furnish the City a current employee register on the issuance of this contract and updated every six -(6) months thereafter. This register must contain the Name, Social Security Number, Phone Number, and Address.

33. **Sub-Contractor (s):** The City reserves the right to approve all sub-contractor(s). Contractor is responsible for all actions of sub-contractor(s). Contractor shall name sub-contractor(s) as additionally insured, in addition to the City of Tempe on all required insurance documents.

34. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed wackers, etc. Monitoring of safer work performance will be performed by City staff.

35. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City will be delivered or made available to the contractor(s) when necessary. The Contractor(s) will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

Scope

The City of Tempe is issuing this solicitation to establish a contract for the purchase and installation of Security System(s) and Related Apparatus for various locations through out the City. The term of the contract is two-years with renewal options per the Special Terms and Conditions of this Request for Proposal (RFP).

Contractor must be a Hirsch factory trained/certified supplier and installer with a currently established facility in the Phoenix Metropolitan Area, including equipment, supplies, and staffing.

The Contractor shall be responsible for working with the City's Facilities Maintenance Division and other City staff to determine the products and installation requirements for each project. The Contractor shall provide all labor, equipment, supplies, storage, test, acceptance testing, training and transportation necessary to complete the scope of each project as specified by the City Facilities Maintenance Supervisor or designated personnel.

The City requires a single point of contact for all equipment, supplies, and labor provided as a result of this contract, therefore the Contractor must take full responsibility for the delivery, installation, testing, support, warranty, and maintenance of all items supplied.

The Contractor's responsibility will be for the proper installation, operation and testing of equipment installed, this will include:

Conduit layout and sizing
Wire and cable layout and sizing
Point to point wiring and equipment hook-up information
Equipment mounting details
Design of equipment cabinets
Other configuration work as required

The Contractor shall comply with all applicable federal, state, and local safety and health regulations, ordinances, and requirements. The Contractor shall comply with Occupational Safety and Health Administration regulations specified in 29 CFR 1926 Subpart K - Electrical, 29 CFR 1910 Subpart S - Electrical, and 29 CFR 1910.147 The Control of Hazardous Energy (Lockout/Tagout). In addition, the Contractor shall follow industry electrical safety requirements detailed in NFPA 70E, Standard for Electrical Safety in the Workplace.

The Contractor shall provide, upon request, a copy of its energy control procedures, energized electrical work permits, written safety and health program or any required employee training records or certificates.

Due to the critical nature of this equipment the Contractor must be able to provide 24 hour, seven day a week service. The Contractor shall respond to verbal/e-mail service calls and be on site within four (4) working hours after notification. The response time begins when the City designee places the call to the Contractor.

Specifications

It is preferred that the contracting firm and the contracting firm's personnel utilized for access control and security equipment installation conform to these requirements.

Preferred Requirements

1. The Contractor is to be primarily engaged in the business of furnishing and installing Hirsch access control systems and all related security equipment and been actively engaged in this field for an appropriate period of time.
2. Key personnel utilized by the Contractor in the installation of the access control and security equipment must have experience and factory training/certification in Hirsch, Velocity access control systems and camera equipment approved to be installed. This requirement shall be met by submission of a short resume outlining the experience and training/education along with the factory certification documents of any personnel designated by the Contractor to perform under this contract. The Contractor must certify to the Facilities Maintenance Supervisor that all personnel scheduled to work within the City's facilities have had and passed pre-employment background checks.
3. The Contractor is to have an established business office in the Phoenix Metropolitan area to allow efficient service to this contract.

The Contractor must have the ability to provide the City with the following:

1. Complete as built drawings, including point to point wiring diagrams of all system integration and work completed.
2. AutoCAD 24" x 36" plots and one CD of all drawings.
3. Be on site for all initial startup to provide troubleshooting/testing support and technical expertise.
4. Provide training and operations/maintenance manuals for all hardware provided under this contract.

Design

1. Overall system design will be the responsibility of the City of Tempe.
2. Configuration of security system at each site will be through site visits including the Contractor and the City of Tempe Building Maintenance Supervisor or designee. Determination of equipment required and location will be established during these visits for which the City of Tempe will accept responsibility.

Qualified City of Tempe employees will make all high voltage electrical connections.

Requirements

Each offeror shall guarantee that the equipment will, during the length of this contract and all subsequent contracts, be products currently manufactured, newly assembled and the latest, most improved model in current production. Units shall be of first quality as to the workmanship and materials.

The Contractor shall furnish and install complete operational systems whether or not all items necessary to make the systems operational are specified or listed.

All manufacturers' equipment and materials specified upon award of this contract will be maintained throughout this contract and all subsequent contract extensions.

Within fifteen (15) days of the site visit to determine the configuration and design project, the Contractor will provide quotations and specifications, listing all equipment, materials, and labor.

Within thirty (30) days of the site visit to determine the configuration and design, the Contractor will begin work if approved. Installation will be continuous during normal working hours, 7:00 a.m. thru 4:30 p.m., Monday thru Friday, until completed.

With the exception of agreed upon and documented "shop work", all billed hours will begin and end at the assigned job site.

Warranty

New installations will be warranted (parts and labor) for a period of not less than 12 months from the date of acceptance by the City of Tempe.

In cases where the equipment cannot be repaired within 12 working hours after satisfactory response to notification of the malfunction, as determined above, the Contractor shall provide replacement equipment within 12 additional hours, of equal or greater capability. The replacement equipment shall remain in service until the repair of the original equipment is completed at no cost to the City. If equipment or parts are required to be shipped from the manufacturer or supplier, the Contractor will utilize overnight shipping service including weekends and holidays at no additional cost to the City.

Non-Warranty

Contractor agrees to provide the City of Tempe factory authorized service to all out-of-warranty security equipment in place within City facilities at service hourly rates and material pricing agreements contained within this document.

Offerors shall provide hourly rates and percentage off list price. Percentage off list price will be taken from the most current manufacturer price sheet.

All work performed under the resulting contract shall be in accordance with the manufacturer's instructions.

Offerors shall submit a letter or agreement from the manufacturer with their response that states that the Contractor is a bona fide dealer for the equipment and software or is authorized to submit an offer for the equipment.

Testing

All testing shall be in accordance with NFPA - National Fire Alarm Code and Hirsch Electronics testing procedures.

The Contractor shall perform a functional check of all equipment to insure proper operation.

Tools and Equipment

The Contractor shall provide all materials, tools, and test equipment necessary for the service requested within this RFP.

Methods and Equipment

All work persons shall be competent and have sufficient skill, knowledge and experience in the class of work and in the operation of equipment required to perform all work properly and satisfactory.

Any persons employed by the Contractor or any sub-contractor(s), who in the opinion of the City of Tempe ordering division, do not perform their work in a proper and skillful manner, or is intemperate or disorderly, shall at the written request of the City of Tempe be removed from the work by the Contractor or sub-contractor(s) employing such persons. These persons shall not be employed again in any portion of the work without the approval of the City of Tempe. The Contractor or sub-contractor(s) shall keep the City of Tempe harmless from damages or claims for compensation that may occur in the enforcement, of this section. All persons employed under this contract must read and understand the English language.

All equipment that is proposed to be used on the job shall be of sufficient size and in such mechanical condition as to meet the requirements of this work and to produce a safe and satisfactory quality of work. Equipment used on any portion of the project shall be such that it will not damage property adjacent to this work area.

Proposal Questionnaire

1. List the address of your local office from which this City of Tempe contract will be administered. Include information on the size of the facility, sales staff, and warehouse inventory.

   Stanley Convergent Security Solutions
   2440 W. Mission LN. Phoenix, AZ. 85021
   * Please See Attached company overview and local office info.

2. Will your company provide 24 hour, 7 days a week hotline and service for emergency (after-hours) service and repairs?

   X Yes _____ No

3. Who is your inside Customer Service contact for the City of Tempe?

   Name: John Navarro Phone: 602-625-6363

4. Does your company accept all terms, conditions, and specifications of this RFP?

   X Yes _____ No

5. Does your firm meet all preferred requirements as noted in the specifications of this RFP?

   X Yes _____ No

6. Provide three local government and/or large industry references to which you have provided similar services for the past 5 years.

Company Name	Contact	Phone #
City of Tucson	Mike Molina	520-240-1309
Greenlee County	Charles Berube	928-651-3957
City of Phoenix	Gary Polega	602-542-4866

7. Will your company perform all work for this contract in conformance with all OSHA safety requirements?

   X Yes _____ No

8. Will your company perform all work for this contract in conformance to NFPA 70E?

   X Yes _____ No

9. Provide your firm's experience

* SEE Attached Local Office information.

* NOTE: Stanley is the current Security Integrator for the City of Tempe.

10. Indicate the staffing by category (management, technician, administrative, laborer, etc.) and count of all personnel at your local office.

* SEE Attached Local office information.

* NOTE: Stanley personnel have installed MOST OF the security systems at the City during the last 8 yrs.

11. Indicate the total number of active accounts currently being serviced from your local office.

Stanley has 4800 accounts in Arizona.

12. What is your parts and service availability?

Our service is 24/7 365 Days a year. We have seven dedicated service vans fully stocked and a Warehouse with over one million dollars of Inventory.

Proposal Checklist For Submittals

✓ One- (1) signed and complete original of the RFP response, including "Vendor's Proposal Offer" (Form 201-B).

✓ The Proposal Questionnaire has been completed and included

✓ Price Information completed and included.

✓ Any addendum(s) have been included

✓ Copy of License

✓ Catalog and pricing schedule for all items proposed as "discount percentage off list price" including Hirsch, March, Best Access and Wi-Lan products.

Evaluation

An Evaluation Committee composed of Pubic Works, Procurement and other City staff will review the responses and score them accordingly to the criteria listed below. The criteria are defined in the Specifications. Vendors receiving the highest scores may be invited to provide the committee with a presentation prior to final scoring.

	Award Criteria	Weight	x	Rating	=	Value
1.	Costs	5	x	_____	=	_____
2.	Experience of contracting firm and assigned personnel	5	x	_____	=	_____
3.	Ability of firm to provide services required by the City of Tempe	4	x	_____	=	_____
4.	References	3	x	_____	=	_____
5.	Overall response to RFP	2	x	_____	=	_____
				Total	=	_____

This proposal will be evaluated on a cumulative point system.

<u>Scoring</u>

Outstanding . . .	8 to 10
Good	6 to 7.9
Average . . .	3 to 5.9
Poor	0 to 2.9

Company Name: Stanley Convergent Security Solutions

PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	UNIT	UNIT PRICE
Group A.	Hourly Rates		
1.	Hourly rate for installation and testing		$ 65.00
2.	Hourly rate for non-warranty service (normal working hours). Identify normal working hours: M-F 7:30-4:30 PM		$ 75.00
3.	Hourly rate for non-warranty service (after hours). Identify normal working hours: SAT, SUN, M-F 4:31 PM-7:29 AM		$ 115.00

Group B. Non-Hourly Rate Items

1. Hirsch Equipment

   Discount percentage off list prices: 20 %

   List the discount percentage from the most current published list price on ALL HIRSCH equipment. (Discount to be the same for all equipment, no variation of discount from part to part will be accepted.)

2. March Networks DVR or approved alternate

   Manufacturer Name _____

   Discount percentage off list prices: 50 %

   List the discount percentage from the most current published list price on ALL MARCH equipment or approved alternate DVR manufacturer. (Discount to be the same for all equipment, no variation of discount from part to part will be accepted.)

3. Pelco Equipment or approved alternate

   Manufacturer Name _____

   Discount percentage off list prices: 30 %

   List the discount percentage from the most current published list price on ALL MARCH equipment or approved alternate DVR manufacturer. (Discount to be the same for all equipment, no variation of discount from part to part will be accepted.)

4. Best Access Equipment or approved alternate

   Electromechanical Door Hardware

   Manufacturer Name _____

   Discount percentage off list prices: 40 %

   List the discount percentage from the most current published list price on ALL BEST ACCESS SYSTEMS equipment or approved alternate Electromechanical Door Hardware manufacturer. (Discount to be the same for all equipment, no variation of discount from part to part will be accepted.)

Company Name: Stanley Convergent Security Solutions

PRICE SHEET

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	UNIT	UNIT PRICE
5.	Wi-Lan Inc. Radio Communication or approved alternate Manufacturer Name _____ Discount percentage off list prices: 60 % List the discount percentage from the most current published list price on ALL WI-LAN equipment or approved alternate DVR manufacturer. (Discount to be the same for all equipment, no variation of discount from part to part will be accepted.)		

* Applicable Tax 8.1 %

*** State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.**

Less prompt payments discount terms of ___ % ___ days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

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 venders, 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-1016 **Regular Agenda Item 4- E**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted For:	Steve Stratton, Public Works Division Director	Submitted By:	Valrie Bejarano, Contracts Support Specialist, Finance Department
Department:	Public Works Division	Division:	Fleet
Fiscal Year:	2011-2012	Budgeted?:	Yes
Contract Dates Begin & End:	1-24-12 to 1-23-13	Grant?:	No
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Contract Award for Bid No. 091411-1 for New Fleet Vehicles as Specified

Background Information

As a continuing effort to update the efficiency of the County fleet we requested bids for various types of vehicles for various departmental uses Business Plan for FY 2012. Our intent was to replace vehicles during every quarter to spread out the encumberances through the fiscal year. Once we order the vehicles it takes between 8 to 12 weeks to receive them. So the vehicles we will order in December or January may not reach us until March and then we will again order more.

Evaluation

The budget for fleet has sufficient funds and cash flow to support purchases. Some of those that have just joined the fleet at the beginning of Fiscal Year 2012 still need replaced due to high repair rates and continous unreliability. A schedule of replacements was made at the beginning of the budget year. The County Manager will be included in the replacement discussions.

Conclusion

Low mileage vehicles will not be replaced even though they may have been in the fleet system for several years. The money generated would not be enough for a replacement.

Recommendation

After extensive review of the submitted proposals the Public Works Director recommends that the Board of Superivsors approve the award of Invitation for Bids No. 091411-1 for New Fleet Vehicles as Specified to the following vendors:

Sands Motor Company; 2 Door 1/2 Ton 4x4 Regular Cab Trucks and 4 Door Sedans

McSpadden Ford; 4 Door 3/4 Ton 4x4 Quad Cab Trucks and 2 Door 1/2 Ton 4x2 Regular Cab Trucks with Tow Package and 2 Door 1/2 Ton 4x2 Regualr Cab Truck

Steve Coury Ford; 2 Door 1/2 Ton Extended Cab Trucks

(Note: 2 Door 1/2 Ton 4x2 Regular Cab Truck with Tow Package lowest 3 bidders did not meet GVW specifications of 7,000 so recommendation for award is to the 1st lowest bidder to meet the requirement.)

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 091411-1 for the purchase of new fleet vehicles as specified; award to the lowest, responsible and qualified bidders; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Stratton)**

Attachments

Bid Tabulation Sheet 091411-1

Solicitation Sign-In-Sheet

Bid 091411-1 Opening Attendance Form

Co. Vehicle Trade Information

Bid 091411-1 New Fleet Vehicles as Specified

Contract 091411-1 with Steve Coury

Contract 091411-1 with Sands Motor Co.

Contract 091411-1 with McSpadden Ford

November 3, 2011 BID TABULATION INFORMATION - NEW FLEET VEHICLES AS SPECIFIED BID 091411-1

Vendor Proposal / Vehicle Description	Sands Motor Co.	Chapman Chevrolet	Bill Luke	Liberty GMC	Berge Ford	McSpadden Ford	Steve Coury Ford	Chapman Auto
4 Door 3/4 Ton 4x4 Quad Cab Truck	$ 29,529.66	$ 30,430.41	$ 29,389.21	$ 33,505.70	$ 28,850.91	$ 28,202.64	$ 28,604.51	$ 33,462.01 $ 34,545.89
2 Door 1/2 Ton Extended Cab Truck	$ 26,940.41	$ 28,081.93	$ 27,978.15	$ 27,330.64	$ 26,848.75	$ 27,603.37	$ 26,424.56	$ 29,219.14
2 Door 1/2 Ton 4x4 Regular Cab Truck	$ 21,458.03	$ 22,572.08	$ 24,247.74	$ 22,454.96	$ 23,702.65	$ 22,878.66	$ 22,966.68	$ 25,679.58 $ 23,132.55
2 Door 1/2 Ton 4x2 Regular Cab Truck Tow Package	$ 19,998.94	$ 21,058.23	$ 22,537.20	$ 20,713.73	$ 19,647.09	$ 20,112.26	$ 19,177.81	$ 21,459.32 $ 21,441.09
2 door 1/2 Ton 4x2 Regular Cab Truck	$ 19,004.47	$ 19,669.14	$ 21,750.24	$ 19,381.62	$ 19,033.14	$ 18,585.42	$ 18,593.64	$ 23,845.66 $ 20,790.45
4 Door Sedan	$ 20,969.27	$ 21,753.89	$ 25,804.17	$ -	$ 22,691.76	$ 21,980.20	$ 22,191.81	$ 21,242.50 $ 21,560.68 $ 22,341.89
Hybrid 2 Wheel SUV	$ -	$ -	$ -	$ -	$ -	$ 31,382.91	$ 19,802.53	$ -
Hybrid 4 Wheel SUV	$ -	$ -	$ -	$ -	$ -	$ 33,039.95	$ 20,490.37	$ -

GILA COUNTY

SOLICITATION SIGN-IN-SHEET

Solicitation No 091411-1 **Due Date** 11/3/2011 **Time** 11:00 AM

Title New Fleet Vehicles as Specified

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

Name Steve Coury Ford Date Rec'd 10/25 Time Rec'd 11:17 AM

Comments

Name McSpadden Ford Date Rec'd 10/27 Time Rec'd 9:53 AM

Comments

Name Berg Ford Date Rec'd 10/31 Time Rec'd 10:23 AM

Comments

Name Liberty GMC Date Rec'd 10/31 Time Rec'd 3:10 PM

Comments

Name Bill Luke Chrysler Date Rec'd 11/1 Time Rec'd 3:23 PM

Comments

Name Chapman Auto Center Date Rec'd 11/2 Time Rec'd 10:25 AM

Comments

Name Chapman Chevrolet Date Rec'd 11/2 Time Rec'd 3:10 PM

Comments

Note: Sign-in-sheet complies with the Arizona Auditor General's office as of March 9, 2005.

GILA COUNTY

SOLICITATION SIGN-IN-SHEET

Solicitation No 091411-1 **Due Date** 11/3/2011 **Time** 11:00 AM

Title New Fleet Vehicles as Specified

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

Name Sands Chevrolet Date Rec'd 11/2 Time Rec'd 3:10 PM

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

Name Date Rec'd Time Rec'd

Comments

Name Date Rec'd Time Rec'd

Comments

Name Date Rec'd Time Rec'd

Comments

Note: Sign-in-sheet complies with the Arizona Auditor General's office as of March 9, 2005.

ATTENDANCE FORM

SOLICITATION OPENING
GILA COUNTY

Solicitation Title: New Fleet Vehicles as Specified

Solicitation No.: 091411-1 **Opening Date:** November 3, 2011

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

Company Name	Representative name	Signature
Gila County	Patrice Bejarano	P. Bejarano
Gila County	Amanda Roady	Amanda Roady
Gila County	John Root	John Root

VEHICLE TRADE IN REFERENCE ***BID 091411-1***

Purchased Vehicle	QTY	Department Assigned	New Cost	Vendor	Trade-In	Background on Trade
FLEET						
2 dr reg 1/2T 4x4	1	Communtity Development	$21,458.03	Sands Motor	B-83	1996 Ford Truck 169,4000 miles
	1	Communtity Development	$21,458.03	Sands Motor	B-18	1999 GMC Yukon 18,400 miles, vehicle out of service
4 dr full size sedan	1	Community Development	$20,969.27	Sands Motor	A-330	1998 Chevy Blazer 176,200 miles
	1	Community Development	$20,969.27	Sands Motor	B-90	1998 Ford Ranger 152,314 miles
2 dr reg 1/2T 4x2	1	Facilities	$20,112.26	McSpadden	B-27	1990 Chevy Truck 218,500 miles
2 dr reg 1/2T 4x2	1	Health Department	$18,585.42	McSpadden	B-75	1988 Chevy Truck 146,000 miles
	1	Health Department	$18,585.42	McSpadden	B-82	1995 Chevy S-10 142,100 miles
4dr full size sedan	1	Health Department	$20,969.27	Sands Motor	A-326	1998 Chevy Lumina 151,700 miles
4dr 3/4T 4x4	1	Sheriff's Patrol	$28,202.64	McSpadden	A-164	1993 Chevy Blazer 259,000 miles, miled out
	1	Sheriff's Patrol	$28,202.64	McSpadden	B-123	2003 Chevy Tahoe 222,000 miles, transmission going out
NON-FLEET						
Ext. Cab 1/2T 4x4	1	Engineering	$26,424.56	Steve Coury	B-20	1999 Ford Ranger 103,400, transfer to Facilities/Fleet for Payson maintenance

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 091411-1

NEW FLEET VEHICLES AS SPECIFIED

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

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 E. Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
091411-1

BID DUE DATE: **November 3, 2011** **TIME: 11:00 AM**

DESCRIPTION: **New Fleet Vehicles as Specified**

Bid Opening Location: **GILA COUNTY**
BOARD CONFERENCE ROOM #257
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

Bid Submittal Location: **GILA COUNTY PROCUREMENT, 1400 E. Ash St., Globe, AZ 85501**

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

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

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

The Board of Supervisors reserves the right to reject any or all bid proposals, or to accept any bid proposal, or to waive any informality in any bid proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: October 19 and 26, 2011

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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

Signed: _____ Date: 10 19 2011
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 10-18-11
Tommie C. Martin, Chairman, Board of Supervisors

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GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of one (1) or more New Fleet Vehicles as Specified for departments in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 11, and Pages 13-20 as specified on Price Sheet for total price being proposed**.

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

INSTRUCTIONS TO VENDORS

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

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid Proposal

A. Sealed Bids will be received by the Gila County Procurement, from individuals and vendors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bid proposals only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bid proposals shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Form each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Vendors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the vendor(s) from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

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

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 23.

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

Inquires

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

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

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.

2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

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

All bids shall be submitted in a sealed envelope, a minimum of Two (2) copies with original signatures shall be provided by the Vendor. The words "Invitation for Bid" with Title "New Fleet Vehicles as Specified", Bid No., "091411-1", Date "November 3, 2011", and Time "11:00 AM" of Bid opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

   a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
      1. Waive any immaterial defects or informalities; or
      2. Reject any or all Proposals; or portions thereof; or
      3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.

5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.

6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

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

Laws and Ordinances

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

EXHIBIT "B" VENDOR AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 24, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification forms(s) pages 12.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bids issued by the County and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

Contract Amendments

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

Contract Default

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

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or

2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Costs and Payments

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

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

General

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 091411-1

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, the contract to purchase one or more New Fleet Vehicles as Specified.

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

SECTION 1.0

General:

1.1 All product specifications are **minimum.** Vendor must provide product specification sheet.

1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.

1.3 All proposals must represent the entire package.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.

2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year,** unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.

3.2 PRODUCT DELIVERY Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

3.3 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

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

CONTACT NUMBER 071411-1 New Fleet Vehicles as Specified

The applicant submitting this Bid Proposal warrants the following:

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

   _____

   _____

   _____

2. Had Vendor (under its present or any previous name) ever failed to complete a contract? _____ Yes _____No. If "Yes", give details including the date, the contracting agency, And the reason Vendor failed to perform in the narrative part of this Contract.

3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.

5. Vendor must also provide at least the following information:
   a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   b. Gila County reserves the right to request additional information.

_____

Signature of Authorized Person to Sign

_____

Printed Name

_____

Title

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 4 DOOR ¾ TON 4x4 QUAD CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year/Make/Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: Solid White		
Interior: Light Color Covered Front Bucket Seats with Arm Rests		
Vinyl Floor Covering		
Power Features: Door Locks		
Windows		
Mirrors		
Steering		
4 Door with outside door handles on all doors		
Remote Keyless Entry		
Cruise Control		
Tilt Steering Wheel		
Tinted Glass		
AM / FM Clock (CD) Radio / Stereo		
V8 Gas Engine		
Four Wheel Drive 4x4		
Off-Road Package		
Automatic Transmission		
Locking Differential		
Air Conditioning		
Trailer Tow Package with Class IV Receiver Hitch to include Engine and Transmission Oil Coolers, etc. (Factory Installed) –9500 GVW		
All Terrain or On/Off Road Tires		
Skid Plate Package (Factory Installed)		
6.5 Foot Bed Length		
Running Boards		

SUB-TOTAL AMOUNT	$.
SALES TAX	$.
OTHER CHARGES/FESS (Explain)	$.
TOTAL AMOUNT OF DELIVERED VEHICLE	$.

Vendor Name: _____ Phone Number: _____

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

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 2 DOOR ½ TON 4x4 EXTENDED CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS [redacted]	[redacted]
Exterior: White		
Interior: Light cloth covered front split bench seats		
Power Features: Door Locks		
Windows		
Mirrors		
Steering		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock (CD) Radio – Bluetooth Connectivity		
V6 or V8 Gas Engine		
Four Wheel Drive		
Locking Rear Differential (or equal)		
Trailer Towing Package with Class IV Receiver Hitch to include Engine and Transmission Oil Coolers, etc. (Factory Installed) – 7,000 GVW		
Skid Plate Package (Factory Installed)		
All Terrain or On/Off Road Tires		
Automatic Transmission		
Air Conditioning		
Tinted Glass		
6.5 Foot Bed Length		

SUB–TOTAL AMOUNT	$.
SALES TAX	$.
OTHER CHARGES/FEES (explain)	$.
TOTAL AMOUNT OF DELIVERED VEHICLE	$.

Vendor Name: _____ Phone Number: _____

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

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 2 DOOR ½ TON 4x4 REGULAR CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White		
Interior: Tan or Light Color Cloth Covered Seats		
Power Features: Door Locks		
Windows		
Mirrors		
Steering		
Driver Seat		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock Radio		
V6 Gas Engine		
Locking Rear Differential (or equal)		
Skid Plate Package (Factory Installed)		
4 Wheel Drive		
Automatic Transmission		
Air Conditioning		
Tinted Glass		
6.5 Foot Bed Length		

SUB – TOTAL AMOUNT	$.
SALES TAX	$.
OTHER CHARGES/FEES (explain)	$.
TOTAL AMOUNT OF DELIVERED VEHICLE	$.

Vendor Name: _____ Phone Number: _____

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 2 DOOR ½ TON 4x2 REGULAR CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White		
Interior: Light cloth covered 40-20-40 split bench seats		
Power Features: Door Locks		
Windows		
Mirrors		
Steering		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock Radio		
V6 or V8 Gas Engine		
Locking Rear Differential (or equal)		
Trailer Towing Package with Class IV Receiver Hitch to include Engine and Transmission Oil Coolers, etc. (Factory Installed) – 7,000 GVW		
Automatic Transmission		
Air Conditioning		
Tinted Glass		
8 Foot Bed Length		

SUB – TOTAL AMOUNT	$.
SALES TAX	$.
OTHER CHARGES/FEES (explain)	$.
TOTAL AMOUNT OF DELIVERED VEHICLE	$.

Vendor Name: _____ Phone Number: _____

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 2 DOOR ½ TON 4x2 REGULAR CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White		
Interior: Tan or Light Color Cloth Covered Seats		
Power Features: Door Locks		
Windows		
Mirrors		
Steering		
Driver Seat		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock Radio		
V6 Gas Engine		
Locking Rear Differential (or equal)		
Automatic Transmission		
Air Conditioning		
Tinted Glass		
6.5 Foot Bed Length		

SUB – TOTAL AMOUNT	$.
SALES TAX	$.
OTHER CHARGES/FEES (explain)	$.
TOTAL AMOUNT OF DELIVERED VEHICLE	$.

Vendor Name: _____ Phone Number: _____

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 4 DOOR SEDAN *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White or Light Color		
Interior: Tan Light Color Cloth Covered Seats		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock (CD) Radio		
A/C		
V6 Gas Engine		
Automatic Transmission		
Tinted Windows		

SUB – TOTAL AMOUNT	$.
SALES TAX	$.
OTHER COSTS/FEES	$.
TOTAL AMOUNT OF DELIVERED VEHICLE	$.

Vendor Name: _____ Phone Number: _____

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

PRICE SHEET

DESCRIPTION: NEW MID SIZE HYBRID TWO WHEEL DRIVE SUV *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	
Exterior: White or Light Color		
Interior: Tan or Light Color Cloth Covered Seats		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
2 Wheel Drive		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock Radio		
A/C		
Automatic Transmission		

SUB – TOTAL AMOUNT	$.
SALES TAX	$.
OTHER COSTS/FEES	$.
TOTAL AMOUNT OF DELIVERED VEHICLE	$.

Vendor Name: _____ Phone Number: _____

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

PRICE SHEET

DESCRIPTION: NEW MID SIZE HYBRID FOUR WHEEL DRIVE SUV *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: _____

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	
Exterior: White or Light Color		
Interior: Tan or Light Color Cloth Covered Seats		
Power Features: Door Locks		
Windows		
Mirrors		
Driver Seat		
Steering		
4 Wheel Drive		
Tilt Steering Wheel		
Remote Keyless Entry		
Cruise Control		
AM / FM Clock Radio		
A/C		
Automatic Transmission		

SUB – TOTAL AMOUNT	$.
SALES TAX	$.
OTHER COSTS/FEES	$.
TOTAL AMOUNT OF DELIVERED VEHICLE	$.

Vendor Name: _____ Phone Number: _____

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____
(Name of Individual) being first duly sworn, deposes and says:

That he is

_____
(Title)

of_____ and
(Name of Business)

That he is bidding on **Gila County Bid No. 091411-1 New Fleet Vehicles as Specified** and,

That neither he nor anyone associated with the said _____

_____
(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.

_____
Name of Business

_____
By

_____
Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary Public

My Commission expires:

_____

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

_____

Signature of Authorized Representative

_____

Printed Name

_____

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
NO COLLUSION AFFADAVIT	_____
LEGAL ARIZONA WORKS ACT COMPLIANCE	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2011

_____
VENDOR:

_____
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 091411-1 New Fleet Vehicles as Specified. All proposals shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before November 3, 2011, 11:00 AM.

OFFER PAGE

TO GILA COUNTY:

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

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

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

CONTRACT NUMBER: 091411-1 New Fleet Vehicles as Specified

Firm Submitting Proposal:

_____
Company Name

_____
Address

_____
City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

_____
Signature of Authorized Person to Sign

_____
Printed Name

_____
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 091411-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as ***Contract No. 091411-1***. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2011

GILA COUNTY BOARD OF SUPERVISORS:

_____

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

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

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 091411-1

NEW FLEET VEHICLES AS SPECIFIED

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

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 E. Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
091411-1

BID DUE DATE: **November 3, 2011** **TIME: 11:00 AM**

DESCRIPTION: **New Fleet Vehicles as Specified**

Bid Opening Location: **GILA COUNTY**
BOARD CONFERENCE ROOM #257
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

Bid Submittal Location: **GILA COUNTY PROCUREMENT, 1400 E. Ash St., Globe, AZ 85501**

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

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

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

The Board of Supervisors reserves the right to reject any or all bid proposals, or to accept any bid proposal, or to waive any informality in any bid proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: October 19 and 26, 2011

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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

Signed: _____ Date: 10 18 2011
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 10-18-11
Tommie C. Martin, Chairman, Board of Supervisors

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GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of one (1) or more New Fleet Vehicles as Specified for departments in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 11, and Pages 13-20 as specified on Price Sheet for total price being proposed**.

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

INSTRUCTIONS TO VENDORS

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

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid Proposal

A. Sealed Bids will be received by the Gila County Procurement, from individuals and vendors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bid proposals only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bid proposals shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Form each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Vendors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the vendor(s) from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

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

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 23.

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

Inquires

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

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

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.

2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

Instructions to Vendors continued...

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

All bids shall be submitted in a sealed envelope, a minimum of Two (2) copies with original signatures shall be provided by the Vendor. The words "Invitation for Bid" with Title "New Fleet Vehicles as Specified", Bid No., "091411-1", Date "November 3, 2011", and Time "11:00 AM" of Bid opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

   a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
      1. Waive any immaterial defects or informalities; or
      2. Reject any or all Proposals; or portions thereof; or
      3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.

5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

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

Laws and Ordinances

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

EXHIBIT "B" VENDOR AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 24, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification forms(s) pages 12.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bids issued by the County and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

Contract Amendments

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

Contract Default

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

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or

2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Costs and Payments

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

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

General Terms & Conditions continued...

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

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

General

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 091411-1

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, the contract to purchase one or more New Fleet Vehicles as Specified.

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

SECTION 1.0

General:

1.1 All product specifications are **minimum.** Vendor must provide product specification sheet.

1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.

1.3 All proposals must represent the entire package.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.

2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year,** unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.

3.2 PRODUCT DELIVERY Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

3.3 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

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

CONTACT NUMBER 071411-1 New Fleet Vehicles as Specified

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:
   STEVE COURY FORD 928-474-8888
   P.O. BOX 620
   STAR VALLEY, AZ. 85547

2. Had Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.

3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes ___X___ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes ___X___ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.

5. Vendor must also provide at least the following information:
   a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   b. Gila County reserves the right to request additional information.

Bryan F. Kayner
Signature of Authorized Person to Sign

BRYAN F. KAYNER
Printed Name

FLEET MANAGER
Title

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 2 DOOR ½ TON 4x4 EXTENDED CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: 2012 FORD F150 SUPERCAB (4 DOOR)

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS	
Exterior: White	✓	
Interior: Light cloth covered front split bench seats	✓	
Power Features: Door Locks	✓	
Windows	✓	
Mirrors	✓	
Steering	✓	
Tilt Steering Wheel	✓	
Remote Keyless Entry	✓	
Cruise Control	✓	
AM / FM Clock (CD) Radio – Bluetooth Connectivity	✓	
V6 or V8 Gas Engine	✓	
Four Wheel Drive	✓	
Locking Rear Differential (or equal)	✓	
Trailer Towing Package with Class IV Receiver Hitch to include Engine and Transmission Oil Coolers, etc. (Factory Installed) – 7,000 GVW	✓	
Skid Plate Package (Factory Installed)	✓	
All Terrain or On/Off Road Tires	✓	
Automatic Transmission	✓	
Air Conditioning	✓	
Tinted Glass	✓	
6.5 Foot Bed Length	✓	

SUB–TOTAL AMOUNT	$ 24,110.00
SALES TAX	$ 2314.56
OTHER CHARGES/FEES (explain)	$ — .
TOTAL AMOUNT OF DELIVERED VEHICLE	$ 26,424.56

Vendor Name: STEVE COVEY FORD Phone Number: 928-474-8888

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

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

STATE OF ARIZONA)
)ss
COUNTY OF: Gila)

BRYAN F. KAYNER
(Name of Individual) being first duly sworn, deposes and says:

That he is FLEET MANAGER
(Title)
of STEVE COURY FORD and
(Name of Business)

That he is bidding on **Gila County Bid No. 091411-1 New Fleet Vehicles as Specified** and,

That neither he nor anyone associated with the said STEVE COURY FORD
(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.

STEVE COURY FORD
Name of Business

Bryan F. Kayner
By

FLEET MANAGER
Title

OFFICIAL SEAL
NANCY J. LERMA
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires Feb. 19, 2012

Subscribed and sworn to before me this 21ST day of October, 2011.

Nancy J. Lerma
Notary Public

My Commission expires:
2/19/2012

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

Bryan F. Kayner

Signature of Authorized Representative

BRYAN F. KAYNER

Printed Name

FLEET MANAGER

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	
PRICE SHEET	
NO COLLUSION AFFADAVIT	
LEGAL ARIZONA WORKS ACT COMPLIANCE	
OFFER PAGE	

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials					
Date	10/21/11	10/21/11	10/21/11	10/21/11	10/21/11

Signed and dated this 21 day of October, 2011

STEVE CONRY FORD
VENDOR:

Bryan F. Kuy
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 091411-1 New Fleet Vehicles as Specified. All proposals shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before November 3, 2011, 11:00 AM.

OFFER PAGE

TO GILA COUNTY:

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

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

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

CONTRACT NUMBER: 091411-1 New Fleet Vehicles as Specified

Firm Submitting Proposal:

STEVE COURY FORD
Company Name

P.O. BOX 620
Address

STAR VALLEY, AZ. 85547
City State Zip

For clarification of this offer, contact:

Name: BRYAN F. KAYNER

Phone No.: 928-474-8888

Fax 928-474-8805

Email: b-KAYNER@dealeremail.com

Bryan F. Kayner
Signature of Authorized Person to Sign

BRYAN F. KAYNER
Printed Name

FLEET MANAGER
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor **Steve Coury Ford** is now bound to provide the materials or services listed in Invitation for Bid No.: 091411-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as ***Contract No. 091411-1***. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2012

GILA COUNTY BOARD OF SUPERVISORS:

_____

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

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

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 091411-1

NEW FLEET VEHICLES AS SPECIFIED

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

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 E. Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
091411-1

BID DUE DATE: **November 3, 2011** **TIME: 11:00 AM**

DESCRIPTION: **New Fleet Vehicles as Specified**

Bid Opening Location: **GILA COUNTY**
BOARD CONFERENCE ROOM #257
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

Bid Submittal Location: **GILA COUNTY PROCUREMENT, 1400 E. Ash St., Globe, AZ 85501**

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

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

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

The Board of Supervisors reserves the right to reject any or all bid proposals, or to accept any bid proposal, or to waive any informality in any bid proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: October 19 and 26, 2011

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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

Signed: _____ Date: 10 18 2011
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 10-18-11
Tommie C. Martin, Chairman, Board of Supervisors

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GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of one (1) or more New Fleet Vehicles as Specified for departments in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 11, and Pages 13-20 as specified on Price Sheet for total price being proposed**.

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

INSTRUCTIONS TO VENDORS

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

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid Proposal

A. Sealed Bids will be received by the Gila County Procurement, from individuals and vendors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bid proposals only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bid proposals shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Form each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Vendors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the vendor(s) from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

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

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 23.

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

Inquires

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

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

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.

2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

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

All bids shall be submitted in a sealed envelope, a minimum of Two (2) copies with original signatures shall be provided by the Vendor. The words "Invitation for Bid" with Title "New Fleet Vehicles as Specified", Bid No., "091411-1", Date "November 3, 2011", and Time "11:00 AM" of Bid opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

   a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
      1. Waive any immaterial defects or informalities; or
      2. Reject any or all Proposals; or portions thereof; or
      3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.

5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.

6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

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

Laws and Ordinances

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

EXHIBIT "B" VENDOR AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 24, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification forms(s) pages 12.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bids issued by the County and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

Contract Amendments

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

Contract Default

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

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or

2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Costs and Payments

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

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

General

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 091411-1

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, the contract to purchase one or more New Fleet Vehicles as Specified.

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

SECTION 1.0

General:

1.1 All product specifications are **minimum.** Vendor must provide product specification sheet.

1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.

1.3 All proposals must represent the entire package.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.

2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year,** unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.

3.2 PRODUCT DELIVERY Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

3.3 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

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

CONTACT NUMBER 071411-1 New Fleet Vehicles as Specified

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:
   Sands Motor Company
   5418 NW Grand Ave
   Glendale, AZ 85301 623-931-9331

2. Had Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.

3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes __X__ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes __X__ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.

5. Vendor must also provide at least the following information:
   a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   b. Gila County reserves the right to request additional information.

Chad Welsh
Signature of Authorized Person to Sign

Chad Welsh
Printed Name

Business Development Mgr.
Title

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 2 DOOR ½ TON 4x4 REGULAR CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: 2012 Chevrolet Silverado CK10703

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White	✓	
Interior: Tan or Light Color Cloth Covered Seats	✓	
Power Features: Door Locks	✓	
Windows	✓	
Mirrors	✓	
Steering	✓	
Driver Seat	✓	
Tilt Steering Wheel	✓	
Remote Keyless Entry	✓	
Cruise Control	✓	
AM / FM Clock Radio	✓	
V6 Gas Engine	✓	
Locking Rear Differential (or equal)	✓	
Skid Plate Package (Factory Installed)	✓	
4 Wheel Drive	✓	
Automatic Transmission	✓	
Air Conditioning	✓	
Tinted Glass	✓	
6.5 Foot Bed Length	✓	

SUB – TOTAL AMOUNT	$ 19,591.81
9.5% **SALES TAX**	$ 1861.22
OTHER CHARGES/FEES (explain)	$ 5.00 Tire Tax
TOTAL AMOUNT OF DELIVERED VEHICLE	$ 21,458.03

Vendor Name: Sands Motor Company Phone Number: 623-261-0570

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 4 DOOR SEDAN *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: 2012 Chevrolet Impala 1WF19

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS YES	NO
Exterior: White or Light Color	✓	
Interior: Tan Light Color Cloth Covered Seats	✓	
Power Features: Door Locks	✓	
Windows	✓	
Mirrors	✓	
Driver Seat	✓	
Steering	✓	
Tilt Steering Wheel	✓	
Remote Keyless Entry	✓	
Cruise Control	✓	
AM / FM Clock (CD) Radio	✓	
A/C	✓	
V6 Gas Engine	✓	
Automatic Transmission	✓	
Tinted Windows	✓	

SUB – TOTAL AMOUNT	$ 19,145.46
9.5% SALES TAX	$ 1,818.81
OTHER COSTS/FEES	$ 5.00 Tire Tax
TOTAL AMOUNT OF DELIVERED VEHICLE	$ 20,969.27

Vendor Name: Sands Motor Company Phone Number: 623-261-0570

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

Chad Welsh
(Name of Individual) being first duly sworn, deposes and says:

That he is Business Development Manager
(Title)
of Sands Motor Company and
(Name of Business)

That he is bidding on **Gila County Bid No. 091411-1 New Fleet Vehicles as Specified** and,

That neither he nor anyone associated with the said Sands Motor Company
(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.

Sands Motor Company
Name of Business

Chad Welsh
By

Business Development Manager
Title

Subscribed and sworn to before me this 1 **day of** November, **20** 11.

Notary Public

My Commission expires:

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

Chad Welsh

Signature of Authorized Representative

Chad Welsh

Printed Name

Business Development Mgr

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	✓
PRICE SHEET	✓
NO COLLUSION AFFADAVIT	✓
LEGAL ARIZONA WORKS ACT COMPLIANCE	✓
OFFER PAGE	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	CJW				
Date	11/1/2011				

Signed and dated this 1 day of November, 2011

Sands Motor Company
VENDOR:

Chad Webb
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 091411-1 New Fleet Vehicles as Specified. All proposals shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before November 3, 2011, 11:00 AM.

OFFER PAGE

TO GILA COUNTY:

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

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

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

CONTRACT NUMBER: 091411-1 New Fleet Vehicles as Specified

Firm Submitting Proposal:

Sands Motor Company
Company Name

5118 NW Grand Ave
Address

Glendale AZ 85301
City State Zip

For clarification of this offer, contact:

Name: Chad Welsh

Phone No.: 623-261-0570

Fax 623-934-9720

Email: cwelsh@sandschevrolet.com

Chad Welsh
Signature of Authorized Person to Sign

Chad Welsh
Printed Name

Business Development Mgr.
Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Vendor **Sands Motor Company** is now bound to provide the materials or services listed in Invitation for Bid No.: 091411-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as ***Contract No. 091411-1***. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2012

GILA COUNTY BOARD OF SUPERVISORS:

_____

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

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

GILA COUNTY

NOTICE OF INVITATION FOR BID

BID NO. 091411-1

NEW FLEET VEHICLES AS SPECIFIED

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

COUNTY MANAGER
Don E. McDaniel Jr.

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 E. Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
091411-1

BID DUE DATE: **November 3, 2011** **TIME: 11:00 AM**

DESCRIPTION: **New Fleet Vehicles as Specified**

Bid Opening Location: **GILA COUNTY**
BOARD CONFERENCE ROOM #257
1400 EAST ASH STREET, GLOBE, ARIZONA 85501

Bid Submittal Location: **GILA COUNTY PROCUREMENT, 1400 E. Ash St., Globe, AZ 85501**

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

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

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

The Board of Supervisors reserves the right to reject any or all bid proposals, or to accept any bid proposal, or to waive any informality in any bid proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: October 19 and 26, 2011

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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

Signed: _____ Date: 10 19 2011
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

Signed: _____ Date: 10-18-11
Tommie C. Martin, Chairman, Board of Supervisors

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GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of one (1) or more New Fleet Vehicles as Specified for departments in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 11, and Pages 13-20 as specified on Price Sheet for total price being proposed**.

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

INSTRUCTIONS TO VENDORS

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

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid Proposal

A. Sealed Bids will be received by the Gila County Procurement, from individuals and vendors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bid proposals only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bid proposals shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.

B. Before submitting its Proposal and Qualification Form each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Vendors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the vendor(s) from further consideration.

D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Proposal.

F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

Amendments

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

1. Completion of the Vendor Checklist & Addenda Acknowledgment form, page 23.

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

Inquires

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

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

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:

   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.

2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.

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

All bids shall be submitted in a sealed envelope, a minimum of Two (2) copies with original signatures shall be provided by the Vendor. The words "Invitation for Bid" with Title "New Fleet Vehicles as Specified", Bid No., "091411-1", Date "November 3, 2011", and Time "11:00 AM" of Bid opening shall be written on the envelope. The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.

   a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
      1. Waive any immaterial defects or informalities; or
      2. Reject any or all Proposals; or portions thereof; or
      3. Reissue a Request for Proposal.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.

5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

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

Laws and Ordinances

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

EXHIBIT "B" VENDOR AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 24, VENDORS OFFER PAGE, Exhibit "D" Vendors Qualification and Certification forms(s) pages 12.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bids issued by the County and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

Contract Amendments

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

Contract Default

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

1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or

2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Costs and Payments

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

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

General

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 091411-1

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, the contract to purchase one or more New Fleet Vehicles as Specified.

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

SECTION 1.0

General:

1.1 All product specifications are **minimum.** Vendor must provide product specification sheet.

1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.

1.3 All proposals must represent the entire package.

1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

SECTION 2.0

Bid Pricing:

2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period. Initial contract period is twelve (12) months. Vendor shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.

2.2 **The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year,** unless terminated, cancelled or extended as otherwise provided herein.

SECTION 3.0

Ordering and Delivery:

3.1 ORDERING: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.

3.2 PRODUCT DELIVERY Location: Gila County Shop, 1400 East Ash Street, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

3.3 Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

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

CONTACT NUMBER 071411-1 New Fleet Vehicles as Specified

The applicant submitting this Bid Proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:
   McSpadden Ford Inc
   750 N Broad.
   Globe AZ 85501

2. Had Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.

3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes ___X___ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? _____ Yes ___X___ No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.

5. Vendor must also provide at least the following information:
   a. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
   b. Gila County reserves the right to request additional information.

Lisa Wielenge
Signature of Authorized Person to Sign

Lisa Wielenge
Printed Name

Sales Manager.
Title

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 4 DOOR ¾ TON 4x4 QUAD CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year/Make/Model: 2012 Ford F250 Crew Cab 4X4 Gas XL

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS [redacted]	[redacted]
Exterior: Solid White	X	
Interior: Light Color Covered Front Bucket Seats with Arm Rests	X	
Vinyl Floor Covering	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Steering	X	
4 Door with outside door handles on all doors	X	
Remote Keyless Entry	X	
Cruise Control	X	
Tilt Steering Wheel	X	
Tinted Glass factory Solar tint	X	
AM / FM Clock (CD) Radio / Stereo	X	
V8 Gas Engine 6.2L	X	
Four Wheel Drive 4x4	X	
Off-Road Package	X	
Automatic Transmission	X	
Locking Differential	X	
Air Conditioning	X	
Trailer Tow Package with Class IV Receiver Hitch to include Engine and Transmission Oil Coolers, etc. (Factory Installed) –9500 GVW	X	
All Terrain or On/Off Road Tires	X	
Skid Plate Package (Factory Installed)	X	
6.5 Foot Bed Length	X	
Running Boards	X	

SUB-TOTAL AMOUNT	$25931.82
SALES TAX	$2270.82
OTHER CHARGES/FESS (Explain)	$ -0- .
TOTAL AMOUNT OF DELIVERED VEHICLE	$28202.64

Vendor Name: McSpadden Ford Inc Phone Number: 425-3157.

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

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 2 DOOR ½ TON 4x2 REGULAR CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: 2012 Ford F150 Reg Cab XL

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS [redacted]	[redacted]
Exterior: White	X	
Interior: Light cloth covered 40-20-40 split bench seats	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Steering	X	
Tilt Steering Wheel	X	
Remote Keyless Entry	X	
Cruise Control	X	
AM / FM Clock Radio	X	
V6 or V8 Gas Engine	X	
Locking Rear Differential (or equal)	X	
Trailer Towing Package with Class IV Receiver Hitch to include Engine and Transmission Oil Coolers, etc. (Factory Installed) – 7,000 GVW	X	
Automatic Transmission	X	
Air Conditioning	X	
Tinted Glass Factory Solar tint	X	
8 Foot Bed Length	X	

SUB – TOTAL AMOUNT	$18412.88
SALES TAX	$1699.38
OTHER CHARGES/FEES (explain)	$ -0- .
TOTAL AMOUNT OF DELIVERED VEHICLE	$20112.26

Vendor Name: McSpadden Ford Inc Phone Number: 425-3157

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

PRICE SHEET

DESCRIPTION: NEW FULL SIZE 2 DOOR ½ TON 4x2 REGULAR CAB TRUCK *(Build Sheet Must Accompany Proposal)*

Vehicle Year, Make, & Model: 2012 F150 Ford Reg Cab XL

MINIMUM SPECIFICATIONS	MEETS SPECIFICATIONS [redacted]	[redacted]
Exterior: White	X	
Interior: Tan or Light Color Cloth Covered Seats	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Steering	X	
Driver Seat		X
Tilt Steering Wheel	X	
Remote Keyless Entry	X	
Cruise Control	X	
AM / FM Clock Radio	X	
V6 Gas Engine	X	
Locking Rear Differential (or equal)	X	
Automatic Transmission	X	
Air Conditioning	X	
Tinted Glass Factory Solar tint	X	
6.5 Foot Bed Length	X	

Can not get pwr seat in Reg cab trucks →

SUB – TOTAL AMOUNT	$16993.88
SALES TAX	$1591.54
OTHER CHARGES/FEES (explain)	$ -0-
TOTAL AMOUNT OF DELIVERED VEHICLE	$18585.42

Vendor Name: McSpadden Ford Inc Phone Number: 425.3157

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

Lisa Wielenga
(Name of Individual) being first duly sworn, deposes and says:

That he is
Sales Manager
(Title)
of McSpadden Ford Inc and
(Name of Business)

That he is bidding on **Gila County Bid No. 091411-1 New Fleet Vehicles as Specified** and,

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

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

McSpadden Ford Inc
Name of Business

Lisa Wielenga
By

Sales Manager.
Title

Subscribed and sworn to before me this 26 **day of** October, **20** 11.

Kim McSpadden
Notary Public

My Commission expires:
Jan 5, 2011

OFFICIAL SEAL
KIM McSPADDEN
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires Jan. 5, 2015

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

Lisa Wielenga

Lisa Wielenga

Signature of Authorized Representative

Lisa Wielenga

Printed Name

Sales Manager

Title

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
QUALIFICATION & CERTIFICATION FORM	_____
PRICE SHEET	_____
NO COLLUSION AFFADAVIT	_____
LEGAL ARIZONA WORKS ACT COMPLIANCE	_____
OFFER PAGE	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2011

Lisa Wilding
VENDOR:

_____
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 091411-1 New Fleet Vehicles as Specified. All proposals shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before November 3, 2011, 11:00 AM.

OFFER PAGE

TO GILA COUNTY:

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

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

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

CONTRACT NUMBER: 091411-1 New Fleet Vehicles as Specified

Firm Submitting Proposal:

McSpadden Ford Inc.
Company Name

750 N Broad.
Address

Globe AZ 85501
City State Zip

For clarification of this offer, contact:

Name: Roger Wielenga

Phone No.: 425-3157

Fax 425-9390

Email: mcspaddensales@cableone.net.

Lisa Wielenga
Signature of Authorized Person to Sign

Lisa Wielenga
Printed Name

Sales Manager
Title

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

ARF-1051 **Regular Agenda Item 4- F**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted For: Don McDaniel Jr.

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

Department: Asst County Manager/Library District

Presenter's Name: Jacque Griffin

Information

Request/Subject

Provide comment on the Environmental Assessment for Motorized Travel Management on the Tonto National Forest

Background Information

The Board of Supervisors received notice from the Tonto National Forest, dated January 6, 2012, seeking comment on the Environmental Assessment for Motorized Travel Management. The purpose of this effort is to comply with the Travel Management Rule by providing a system of roads, trails and areas designated for motor vehicle use by class of vehicle and time of year on the Tonto National Forest. Comments must be submitted within 30 days following the published date of January 6, 2012. Only those who provide comment or otherwise express interest in the proposed action during this comment period will be eligible to appeal any future action related to this Travel Management Rule.

Evaluation

The Tonto National Forest has prepared an Environmental Assessment (EA) for Motorized Travel Management. According to the notice, the proposed action would close about 101 miles of roads, open about 442 miles of roads, create a 233 mile motorized trail system, seasonally restrict access on 105 miles, administratively restrict access on 253 miles of roads, create special use permit zones for 315 miles, add 291 miles of unauthorized routes, allow motorized cross country travel on 1,417 acres and allow retrieval of big game up to 200 yards off either side of roads and motorized trails.

This appears to be "Alternative 2 - Proposed Action" in the EA, although the listed changes and tables under Alternative 2 do not always match the above listed numbers. Additionally, in the proposed action it states on page 7 of 269, "Because a person needs written authorization to use a motorized vehicle on the roads and trails within permit zones, these routes will be considered administrative use only and will not be depicted on the Motor Vehicle Use Map (MVUM)." From this statement, it appears that the 315 miles are for all intents and purposes, closed.

The Motorized Travel Management Plan process was initiated in 2007, and included a scoping process in 2009. The Environmental Assessment portion is 269 pages, and has an additional eleven appendices. There are 38 additional reports and summaries

related to this plan.

There appears to be no assessment of the economic impact or lost economic opportunities associated with any of these plans. Apparently the economic assessment comes after the fact, and only includes the cost to the agency for administering the plan.

Conclusion

Official comments to this Environmental Assessment will be considered part of the public record of this analysis by the Tonto Forest as it moves forward in this project. Commenting will allow the Board of Supervisors standing in any potential future appeal. Additionally, the proposed comment letter asks that Gila County be designated both a Coordinating Agency and a Cooperating Agency on this, and all future Tonto Forest projects and plans.

Recommendation

Staff recommends that the Board of Supervisors consider issuing official comments on the Tonto National Forest Environmental Assessment for Motorized Travel Management.

Suggested Motion

Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the Tonto National Forest regarding the Environmental Assessment for Motorized Travel Management. **(Jacque Griffin)**

Attachments

Proposed comment letter to Tonto National Forest

TNF letter regarding comment period on EA Travel Management

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

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

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

GILA COUNTY
BOARD OF SUPERVISORS
1400 E. Ash Street
Globe, Arizona 85501

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

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

January 24, 2012

Gene Blankenbaker, Forest Supervisor
Tonto National Forest
2324 E McDowell Road
Phoenix, AZ 85006

File Code 1950/2350
Re: Comments regarding "Environmental Assessment for Motorized Travel Management , to comply with the Travel Management Rule by providing a system of roads, trails and areas designated for motor vehicle use by class of vehicle and time of year on the Tonto National Forest."

Dear Forest Supervisor Blankenbaker,

The Gila County Board of Supervisors would like to offer comments on the previously referenced proposed actions.

We would like to first register our objections to the incredibly short response time as well as to the lack of clarity and level of difficulty in understanding and interpreting the information provided. Since the Tonto Forest has been working on this Travel Management plan since 2007, we believe that a 30 day response period is inadequate for this critical piece of this process. Additionally, the letter to interested parties clearly states that those who do not comment during this time have no standing in a future appeal, however the press release that was sent to all of the local media outlets left out that important piece of information. We respectfully request an extension of the comment period of an additional 90 days. Government agencies should strive to provide the maximum opportunity for study, analysis and comment by the public. With several thousand pages, (or an estimated 80 megabytes) of data and information to read and understand, a 30 day comment period is not sufficient.

In attempting to identify and locate specific roads and trails that are recommended for closure on the various alternatives, there seems to be no consistent numbering system between the Alternatives1-4, (Appendices A – D), the lists of proposed route changes (Appendices G – H) and any currently published Tonto Forest Map. In addition, when comparing the alternatives and their corresponding tables included in the Environmental Assessment it appears that there is a variable number of road miles under consideration, but no tally of total road and trail miles on the Tonto Forest. While Alternative 1 represents no action, and the corresponding tables include only the road miles currently authorized and managed, the total miles on each of the subsequent three Alternatives, which include the addition of trails and unauthorized trails, open, closed, and Administrative use, don't all add up to the same amount of total miles. Without a clear map that corresponds both to current existing conditions as well as to the proposed action, it is impossible to determine exactly what areas, what roads, and what trails are being recommended for inclusion in the plan, or recommended for closure. Additionally, roads that are to be designated "seasonal" have been included in

the "Administrative Use Only" designation, which, from our view is the same as "closed" and should be labeled as such to give a truer depiction of the consequences of this proposed action.

We recognize and understand the importance of protecting our natural resources while providing access and opportunities to the public as well as those whose livelihoods depend on the national forest lands. As you are surely aware, 96% of the land in Gila County is Federal land. Historically, our economy and our residents have depended heavily on both resource based industries and recreation opportunities. This ability to maintain a robust and diverse economy has been eroded over the last forty years, in large part due to the restriction of access on the forest. With a 12% unemployment rate county-wide and 21% of our residents living at or below 200% of the federal poverty level, we are keenly aware of the detrimental effect that is caused by restricting business and recreational opportunities. The Tonto National Forest already has seven designated Wilderness Areas (six in Gila County), comprising over 920 square miles. Additional 'roadless areas' and 'critical habitat' designations add to the amount of Gila County land that is unavailable for motorized travel and economic opportunities.

As pointed out in the scoping process (Travel Analysis Process) of 2009, there has been no economic analysis of the actual or the potential economic cost associated with this travel management plan. In fact, there has never been any economic analysis of the real economic losses associated with restrictions on the Tonto Forest, to Gila County and our citizens over the last forty years, We would like to request your estimate of the cost to Gila County associated with the loss of economic opportunities and the cost of lost future economic opportunities as well as the administrative costs associated with signage, maintenance, and patrolling to enforce any of the alternatives listed.

Finally, Supervisor Blankenbaker, Gila County is officially requesting both Coordinating Agency Status as well as Cooperating Agency Status on this, and all future matters on the Tonto National Forest. In a timely fashion, please inform us as to how we proceed with these designations.

The Gila County Board of Supervisors requests to be kept informed as this analysis continues and as the Tonto Forest Service evaluates reviews and reaches a decision regarding this proposed action. Thank you so much,

Respectfully submitted,

Tommie C. Martin,
Chairman

Cc: Corbin Newman, Regional Forester, Southwestern Region
Tom Tidwell, Chief, United States Forest Service
Tom Vilsack, Secretary of Agriculture, USDA
Robert Bonnie, Special Advisor to the Secretary, USDA

United States Department of Agriculture
Forest Service
Tonto National Forest
2324 E. McDowell Rd.
Phoenix, AZ 85006
Phone: 602.225.5200
Fax: 602.225.5295
V/TTY: 602.225.5395

JAN 09 2012

File Code: 1950/2350
Date: January 6, 2012

Dear Interested Party:

The Tonto National Forest is seeking comments on the Environmental Assessment for Motorized Travel Management. The purpose of this effort is to comply with the Travel Management Rule by providing a system of roads, trails, and areas designated for motor vehicle use by class of vehicle and time of year on the Tonto National Forest.

The Proposed Action would close about 101 miles of roads, open about 442 miles of roads, create a 233-mile motorized trail system, seasonally restrict access on 105 miles of road, administratively restrict access on 253 miles of road, create special use permit zones for 315 miles of road, add about 291 miles of unauthorized routes to the transportation system, allow motorized cross-country travel on 1,417 acres and motorized retrieval of big game (elk and bear) up to 200 yards off either side of NFS roads and motorized trails. A Forest Plan amendment would prohibit all other motorized travel off the designated road system across the forest.

The proposed action and associated analysis can be obtained from the Tonto National Forest Supervisor's Office, 2324 E. McDowell Road, Phoenix, AZ 85006; and on the internet at www.fs.usda.gov/tonto. Click 'Forest Projects' under the 'Quick Links' column on the right-hand side of the page.

Comments must be submitted within 30 days following date of the legal notice published in the *Capitol Times* on January 6, 2012. Please submit comments using one of the methods below (listed in order of preference for ease of processing through the content analysis process):

- **Internet** (using a comment form): https://cara.ecosystem-management.org/Public/CommentInput?Project=28967
- **Email**: comments-southwestern-TMRTonto@fs.fed.us using one of the following formats – directly in the body of the email, word document-preferred format (.doc or .docx), portable document format (.pdf), rich text format (.rtf), text (.txt), and hypertext markup language (.html).
- **Postal mail**: Gene Blankenbaker, Forest Supervisor at the address listed above
- **Phone**: 602-225-5213

Only those who provide comment or otherwise express interest in the proposed action during the comment period will be eligible to appeal. Interest expressed or comments provided on this project prior to or after the close of this comment period will not constitute standing for appeal

purposes. In order to appeal, each individual or representative from each organization submitting comments must either sign the comments or verify identity upon request. Comments received in response to this solicitation, including names and addresses of those who comment, will be considered part of the public record of this analysis and will be included in the final project record. Pursuant to 7 CFR 1.27 (d), any person may request the agency to withhold a submission from the public record by showing how the Freedom of Information Act (FOIA) permits such confidentiality.

If you have questions concerning this process, please contact Genevieve Johnson at (602) 225-5213.

Sincerely,

Donna J. Sherwood

for GENE BLANKENBAKER
Forest Supervisor

ARF-1035 **Consent Agenda Item 5- A**

Regular BOS Meeting

Meeting Date: 01/24/2012

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 Begin & End:	2-9-12 to 2-8-13	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Request to Re-Advertise Invitation for Bids 092111-2 for CRS-2 Chip Seal Oil

Background Information

Invitation for Bids No. 092111-1 for CRS-2 chip seal oil was advertised in the newspaper on December 14 and 21, 2011. All bids were due on December 29, 2011.

Evaluation

There were no bids received for Invitation for Bids No. 092111-1 for CRS-2 chip seal oil for the maintenance and repair of Gila County roads.

Conclusion

Invitation for Bids No. 092111-2 will be re-advertised in the newspaper on January 25 and February 1, 2012, and bid will be due February 9, 2012.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve the re-advertisement of Bid No. 092111-2 for CRS-2 chip seal oil due to no response on the original bid.

Suggested Motion

Authorization of the Chairman's signature on the request to re-advertise Invitation for Bids No. 092111-2 for the purchase of CRS-2 chip seal oil for Gila County road repair and maintenance.

Attachments

Bid Tabulation for Bid 092111-1

Bid 092111-1 (No Bids)

Request to Advertise Bid No. 092111-2

Invitation for Bids No. 092111-2 (Rebid)

BID TABULATION FORM

GILA COUNTY

BID TITLE: CRS-2 Chip Seal Oil

BID NO.: 092111-1

DUE DATE: December 29, 2011 11:00 AM

RANKING	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	No Bids Received		

GILA COUNTY

NOTICE OF

INVITATION FOR BID

SOLICITATION NUMBER

092111-1

CRS-2 CHIP SEAL OIL

Content **Page**

Solicitation.....1
Section 1: Specifications.....2
Section 2: General Terms & Conditions.....5
Section 3: Special Terms & Conditions.....10
Section 4: Instructions to Submitters.....16
Contract Forms:..... Attachments "A-I"

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER

092111-1

BID DUE DATE: December 29, 2011 **TIME:** 11:00 AM MST

DESCRIPTION: CRS-2 CHIP SEAL OIL

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement
Board Conference Room #257, 2nd Floor
1400 E. Ash Street, Globe, AZ 85501

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

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

Additional instructions for preparing a bid are provided in Section 3, page 10, and Section 4, page 16, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: December 14 and 21, 2011

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department:	Gila County Public Works Division Consolidated Roads
Type of Contract:	Term
Term of Contract:	Twelve months with two one year renewal options
Phone Number:	928-402-8612

Signed: _____ Date: 12/6/11
Tommie C. Martin, Chairman, Board of Supervisors

Signed: _____ Date: 12/6/2011
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

SECTION 1
SPECIFICATIONS

1. Purpose

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase of CRS-2 Chip Seal Oil, Plant Pick-Up and Delivery to various Locations throughout the County, in all accordance with the specifications and general requirements identified below.

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

2. Product Specifications

CRS-2 PRODUCT SPECIFICATIONS			
Test Description	**Method (AASHTO)**	**Required Minimum**	**Required Maximum**
Tests on Emulsion			
Viscosity, Saybolt Furol @ 122°F, sec.	T-59	75	400
Storage Stability 1 day, %	T-59		1
Particle Charge test	T-59	Positive	Positive
Uncoated Particles, %	AZ 502	55	
Residue, % of emulsion by distillation	T-59	65	
Tests on Residue from Distillation Test	T-59		
Penetration @ 77°F, 100g / 5 sec, dmm	T-49	40	90

3. Bituminous Material

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

4. Sampling and Testing

Sampling and testing of the materials or mixture for quality control purposes shall be the contractor's responsibility. The County reserves the right to sample and test the material and mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

5. General Requirements

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction, including but not limited to:

a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (http://www.ADOTenvironmental.com)
b. Material approval from ADOT Materials Specification Group at (602)712-8930. (http://www.azdot.gov/Highways/materials/index.asp)
c. Section 104.12, Environmental Analysis
d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602)712-7498.

6. 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.

7. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

8. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the

equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

SECTION 2
GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
    a. Notwithstanding any or other provisions of the IFB, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all offers; or portions thereof; or
        3. Reissue a Invitation for Bid.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.

5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

Laws and Ordinances

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

OFFERORS AWARD AGREEMENT

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

Overcharges by Antitrust Violations

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

Authority to Contract

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

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

Contract Amendments

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

Contract Default

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

1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, because of Contractor default as explained in (A)(1) and (A)(2) in the previous paragraph, 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.

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

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

Compensation and Method of Payment

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

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

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

IRS W-9 Form

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

Purchase Orders

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

Force Majeure

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

Force Majeure shall not include the following occurrences:

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

Warranties

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

General

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

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

SECTION 3
SPECIAL TERMS AND CONDITIONS

1. Term of Contract
The term of the contract shall commence upon award and shall remain in effect for a period of 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
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

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

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

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

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

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

9. Price Adjustment
Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See http://www.azdot.gov/highway/cns/bitmat/asp).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was $395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is $415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

the ADOT Index ($20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up $18.60.

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

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

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

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

SAMPLES: Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.

Contractor may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2 Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

12. Warranty
The Contractor warrants:

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

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

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

15. Contract Administration
For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

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

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

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **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 **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.

SECTION 4
INSTRUCTIONS TO SUBMITTERS

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

Preparation of Bid

A. Sealed Bids will be received by the County of Gila Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.

B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.

D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Bid shall be listed on the offer.

F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

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

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

Inquires

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

B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

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

Submittal Bid Format

It is requested that One (1) Original and One (1) copies (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 if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.

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

REQUIRED ATTACHMENTS:

Offer and Contract Award
Complete and submit all information requested on Attachment "A".

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

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

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

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

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

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

I.R.S. W-9
Complete and submit all information requested on Attachment "E".

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

Non-Collusion Affidavit
Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting
Complete and submit all information requested on Attachment "G".

Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

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

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

Bid Submission

- Offers shall be submitted in a sealed envelope, a *minimum of* ***Two (2) copies, all with original signatures*** shall be provided by the Contractor.

- The words "INVITATION FOR BID" with bid title "CRS-2 CHIP SEAL OIL", bid number, "092111-1", date, "DECEMBER 29, 2011", and time, "11:00 AM" of bid opening shall be written on the envelope.

- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD

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

Board of Supervisors

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

SOLICITATION NO. 092111-1

OFFER

TO GILA COUNTY:

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

Arizona State Transaction Privilege Tax License Number
No.: _____

Federal Employer Identification
No.: _____

For clarification of this offer, contact:

_____
Printed Name

_____
Offeror's (Company) Name

_____
Email Address

_____
Address

_____
Company Email Address

_____
City State Zip

_____
Signature of Person Authorized to Sign Offer

_____
Phone

_____
Printed Name Date

_____
Facsimile

_____
Title

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

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

Your bid is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 092111-1

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:

_____
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-1

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.

CRS-2 CHIP SEAL OIL

The Contractor submitting this Bid warrants the following:

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

   _____

   _____

   _____

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
   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:** _____

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1

CRS-2 Chip Seal Oil: Plant Pick-Up and Delivery to Various Locations Throughout Gila County

Estimated Quantity: 150 Tons

Location	Unit Price Per Ton	Freight Charge Per Ton	Delivered in Place with Boot Truck
Copper Region (South of Roosevelt Lake Bridge)	$ _____	$ _____	$ _____
Timber Region (North of Roosevelt Lake Bridge)	$ _____	$ _____	$ _____

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	$.
Transport truck rental after two hours pumping time due to County delay.	$.
Amount each occurrence for product returned and disposed.	$.

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

Sales Tax, State of: _____ & City of: _____
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

☐ Out-of-State vendor with a presence in Arizona
☐ Out-of-Sate vendor without a presence in Arizona

_____ _____
Company Name Company Representative

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

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-1

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:** _____
   Contact: _____
   Phone: _____
   Address: _____

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

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

_____
Company Name

_____
Signature of Authorized Representative

_____
Title

ATTACHMENT "E"

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-1

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____
(Affiant)

the _____
(Title)

of_____ and
(Contractor)

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

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

_____
(Signature)

_____
(Title)

Subscribed and sworn before me this

_____Day of _____, 20_____

_____
Signature of Notary Public in and for

the County of _____

State of _____

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-1

At the time of submission of bids for Invitation for Bid No. 092111-1 CRS-2 Chip Seal Oil, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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.

_____
Name of Firm

_____
By: (Signature)

_____
Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-1

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 as soon as possible so as not to delay project completion.

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

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

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-1

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 _____ day of _____, 20_____

_____
CONTRACTOR:

_____
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 092111-1 CRS-2 Chip Seal Oil. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before December 29, 2011, 11:00 AM MST.

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

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

All departments procuring purchases in excess of $50,000.00 that requires advertising for bids must follow the Procurement Procedure and must complete item "I" of this form prior to such a purchase. **The requesting Department is responsible for writing the necessary specifications and routing them, including this form, accompanied by a Bid Request Form to the Procurement Department.** THIS FORM MUST BE COMPLETE, ACCURATE, AND HAVE A COPY OF THE SPECIFICATIONS ATTACHED BEFORE ROUTING BEGINS. ALL CALLS FOR BID/PROPOSALS AND SPECIFICATIONS WILL BE IN ACCORDANCE WITH THE AZ. REVISED STATUTES AND THE GILA COUNTY PURCHASING CODE AND PROCEDURES.

I. IS THIS A CALL FOR BID: X PROPOSAL: _____ DEPARTMENT NAME: **Public Works Division**

FUNDING SOURCE: FUND NO.: **6500** DEPT NO.: **341** PROGRAM NO.: **514** LOCATION NO.: **000** ACCOUNT NO.: **4130.71** PJCT: _____

I. DESCRIPTION: List item(s) to be purchased, Purpose, Spec. Summary, Estimated Cost and Funding Source. It is the intent of this solicitation to establish a contract with a supplier for the purchase of CRS-2 Chip Seal Oil for county road repair and maintenance. No bids were received on 092111-1, this is a request to re-advertise bid.

Signed: Steve Stratton Date: 1-3-12 Signature indicates material specifications are approved as written.
Elected Officials or Department Head

II. DEPARTMENTAL INFORMATION ONLY BID NO.: **092111-2**
(For Procurement Use Only)

Action Dates:

Department Receipt: ___/___/___ Placed on Agenda: 1 / 24 / 12

Presented to Board: ___/___/___ Approved to Call: ___/___/___

Delivered to Paper: ___/___/___ Paper Name: **Arizona Silver Belt**

Advertised Dates: From: 1 / 25 / 12 To: 2 / 1 / 12

Closing Date: 2 / 9 / 12 Bid Award Date: ___/___/___

Awarded to: _____ P.O. No.: _____

Proposed Delivery Date: ___/___/___

III. OTHER APPROVAL (only as necessary)

Public Works: Dept. Head Sign: Steve Stratton Date: 1 / 3 / 12

Community Action: Dept. Head Sign: _____ Date: ___/___/___

MIS Department: Dept. Head Sign: _____ Date: ___/___/___

IV. APPROVED FUNDING

Finance Director Signature: _____ Date: ___/___/___

V. LEGAL AND ADMINISTRATIVE APPROVAL (Bid packet must be completed and attached)

Signed: _____ Date: ___/___/___
Bryan B. Chambers, Chief Deputy County Attorney (Approved as to form)
for Daisy Flores County Attorney

Signed: _____ Date: ___/___/___
Tommie C. Martin, Chairman, Board of Supervisors (Approved as to specifications and information)

VI. AWARD APPROVAL

Signed: _____ Date: ___/___/___
(Declaration that the Board of Supervisors approved the award as stated in Section V. of this page)
Tommie C. Martin, Chairman of the Board of Supervisors, Gila County

GILA COUNTY

NOTICE OF

INVITATION FOR BID

SOLICITATION NUMBER

092111-2

CRS-2 CHIP SEAL OIL

Content **Page**

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GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
092111-2

BID DUE DATE: February 9, 2012 **TIME:** 3:00 PM

DESCRIPTION: CRS-2 CHIP SEAL OIL

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement
Board Conference Room #257, 2nd Floor
1400 E. Ash Street, Globe, AZ 85501

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

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

Additional instructions for preparing a bid are provided in Section 3, page 10, and Section 4, page 16, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: January 25 and February 1, 2012

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department:	Gila County Public Works Division Consolidated Roads
Type of Contract:	Term
Term of Contract:	Twelve months with two one year renewal options
Phone Number:	928-402-8612

Signed: _____ Date: ____/____/____
Tommie C. Martin, Chairman, Board of Supervisors

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

SECTION 1
SPECIFICATIONS

1. Purpose

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase of CRS-2 Chip Seal Oil, Plant Pick-Up and Delivery to various Locations throughout the County, in all accordance with the specifications and general requirements identified below.

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

2. Product Specifications

CRS-2 PRODUCT SPECIFICATIONS			
Test Description	**Method (AASHTO)**	**Required Minimum**	**Required Maximum**
Tests on Emulsion			
Viscosity, Saybolt Furol @ 122°F, sec.	T-59	75	400
Storage Stability 1 day, %	T-59		1
Particle Charge test	T-59	Positive	Positive
Uncoated Particles, %	AZ 502	55	
Residue, % of emulsion by distillation	T-59	65	
Tests on Residue from Distillation Test	T-59		
Penetration @ 77°F, 100g / 5 sec, dmm	T-49	40	90

3. Bituminous Material

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

4. Sampling and Testing

Sampling and testing of the materials or mixture for quality control purposes shall be the contractor's responsibility. The County reserves the right to sample and test the material and mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

5. General Requirements

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction, including but not limited to:

a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (http://www.ADOTenvironmental.com)
b. Material approval from ADOT Materials Specification Group at (602)712-8930. (http://www.azdot.gov/Highways/materials/index.asp)
c. Section 104.12, Environmental Analysis
d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602)712-7498.

6. 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.

7. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

8. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the

equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

SECTION 2
GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
    a. Notwithstanding any or other provisions of the IFB, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all offers; or portions thereof; or
        3. Reissue a Invitation for Bid.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.

5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

Laws and Ordinances

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

OFFERORS AWARD AGREEMENT

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

Overcharges by Antitrust Violations

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

Authority to Contract

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

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

Contract Amendments

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

Contract Default

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

1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, because of Contractor default as explained in (A)(1) and (A)(2) in the previous paragraph, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

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

2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

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

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

Compensation and Method of Payment

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

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

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

IRS W-9 Form

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

Purchase Orders

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

Force Majeure

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

Force Majeure shall not include the following occurrences:

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

Warranties

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

General

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

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

SECTION 3
SPECIAL TERMS AND CONDITIONS

1. Term of Contract
The term of the contract shall commence upon award and shall remain in effect for a period of 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
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

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

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

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

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

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

9. Price Adjustment
Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See http://www.azdot.gov/highway/cns/bitmat/asp).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was $395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is $415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

the ADOT Index ($20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up $18.60.

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

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

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

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

SAMPLES: Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.

Contractor may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2 Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

12. Warranty
The Contractor warrants:

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

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

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

15. Contract Administration
For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

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

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

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **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 **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.

SECTION 4
INSTRUCTIONS TO SUBMITTERS

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

Preparation of Bid

A. Sealed Bids will be received by the County of Gila Public Works Division, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.

B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.

D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Bid shall be listed on the offer.

F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

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

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

Inquires

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

B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

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

Submittal Bid Format

It is requested that One (1) Original and One (1) copies (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 if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

   C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.

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

REQUIRED ATTACHMENTS:

Offer and Contract Award
Complete and submit all information requested on Attachment "A".

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

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

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

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

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

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

I.R.S. W-9
Complete and submit all information requested on Attachment "E".

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

Non-Collusion Affidavit
Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting
Complete and submit all information requested on Attachment "G".

Legal Arizona Workers Act Compliance
Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment
Complete and submit all information requested on Attachment "I".

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

Bid Submission

- Offers shall be submitted in a sealed envelope, a *minimum of* ***Two (2) copies, all with original signatures*** shall be provided by the Contractor.

- The words "INVITATION FOR BID" with bid title "CRS-2 CHIP SEAL OIL", Bid Number, "092111-2", date, "February 9, 2012", and time, "3:00 PM" of bid opening shall be written on the envelope.

- The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD

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

Board of Supervisors

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

SOLICITATION NO. 092111-2

OFFER

TO GILA COUNTY:

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

Arizona State Transaction Privilege Tax License Number
No.: _____

Federal Employer Identification
No.: _____

_____
Offeror's (Company) Name

_____
Address

_____
City State Zip

_____
Phone

_____
Facsimile

For clarification of this offer, contact:

_____
Printed Name

_____
Email Address

_____
Company Email Address

_____
Signature of Person Authorized to Sign Offer

_____
Printed Name Date

_____
Title

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.

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. 092111-2

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:

_____
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

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.

CRS-2 CHIP SEAL OIL

The Contractor submitting this Bid warrants the following:

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

   _____

   _____

   _____

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes _____No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes _____No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? _____Yes _____No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
   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:** _____

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

CRS-2 Chip Seal Oil: Plant Pick-Up and Delivery to Various Locations Throughout Gila County

Estimated Quantity: 150 Tons

Location	Unit Price Per Ton	Freight Charge Per Ton	Delivered in Place with Boot Truck
Copper Region (South of Roosevelt Lake Bridge)	$ _____	$ _____	$ _____
Timber Region (North of Roosevelt Lake Bridge)	$ _____	$ _____	$ _____

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	$.
Transport truck rental after two hours pumping time due to County delay.	$.
Amount each occurrence for product returned and disposed.	$.

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

Sales Tax, State of: _____ & City of: _____
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

☐ Out-of-State vendor with a presence in Arizona
☐ Out-of-Sate vendor without a presence in Arizona

_____ _____
Company Name Company Representative

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

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

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:** _____
   Contact: _____
   Phone: _____
   Address: _____

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

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

_____
Company Name

_____
Signature of Authorized Representative

_____
Title

ATTACHMENT "E"

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____

(Affiant)

the _____
(Title)

of_____ and
(Contractor)

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

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

_____
(Signature)

_____
(Title)

Subscribed and sworn before me this

_____Day of _____, 20_____

_____
Signature of Notary Public in and for

the County of _____

State of _____

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

At the time of submission of bids for Invitation for Bid No. 092111-2 CRS-2 Chip Seal Oil, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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.

_____
Name of Firm

_____
By: (Signature)

_____
Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

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 as soon as possible so as not to delay project completion.

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

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

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 092111-2

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 _____ day of _____, 20_____

_____
CONTRACTOR:

_____
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 092111-2 CRS-2 Chip Seal Oil. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before February 9, 2012, 3:00 pm.

ARF-1022 **Consent Agenda Item 5- B**

Regular BOS Meeting

Meeting Date: 01/24/2012

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:	7/30/2011 - 6/30/2012	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Presenter's Name:

Information

Request/Subject

Amendment No. 2 to the 2011-2012 Independent Contractor Agreement Contract No. 07012011-12 with Arizona Community Action Association

Background Information

Affordable energy is an issue of critical concern for low-income Arizonans. Many times heating or cooling costs for low-income families come at the expense of other life necessities such as food, clothing or next month's rent. Since a high percentage of their income is spent each month on utility services, programs which make energy more affordable lessen the financial impact on a low-income family. Arizona Community Action Association's Home Energy Assistance Fund strives to create programs and increase funding to meet the needs of low-income families and individuals in their struggle to remain or become self-sufficient.

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

Amendment No. 1 was signed by Chairman Tommie C. Martin on December 20, 2011.

Evaluation

Amendment No. 2 will allow the Gila County Community Action Program to conduct application intake and eligibility determination for the SemStream Arizona Propane Program. Purpose of the amendment is to allocate SemStream Arizona Propane funds in the amount of $10,399 in order to provide propane assistance to eligible families residing in Gila County.

Amendment No. 2 will also reduce the Salt River Project Funding under Section I. Services and Programs - 1.2 Fund Sources by $3,558 from $4,400 to $842. The direct service amount is $758 and the program delivery amount is $84.

Conclusion

By the Board of Supervisors approving Amendment No. 2 to the 2011-2012 Independent Contractor Agreement Contract No. 07012011-12, the Community Action Program will assist eligible families residing in Gila County with propane assistance.

Recommendation

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

Suggested Motion

Approval of Amendment No. 2 to Contract No. 07012011-12 between the Arizona Community Action Association and the Gila County Division of Community Services, Community Action Program, allocating SemStream Arizona Propane Program funds in the amount of $10,399 in order to provide propane assistance to eligible families residing in Gila County for the period July 1, 2011, through June 30, 2012.

Attachments

Amendment No. 2 to Contract No. 07012011-12

Amendment No. 1 to Contract No. 07012011-12

Original Contract No. 07012011-12

Legal Approval

Arizona Community Action Association

Amendment No. Two (2) 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 SemStream Arizona Propane Program is hereby amended as follows:

Purpose of the Amendment:

1. To allocate SemStream Arizona Propane funds in the amount of **$10,399.00** in order to provide propane assistance to eligible families residing in Gila County:

   Program Requirements:

   1. Refer to the Home Energy Assistance Fund Policy Manual for guidelines on client documentation and verification.
   2. Applicant is required to be an adult member of the household and provide verification of resident at the utility service address.
   3. Proof of citizenship is not required for this program.
   4. Household income equal to or less than 200% of the current Federal Poverty Level.
   5. Household may not received assistance within the last 12 months from the date of the last application.
   6. Maximum grant amount is $600.00 per household. No credit can be given on an account.

2. To reduce the Salt River Project Funding under Section I. Services and Programs – 1.2 Fund Sources by **$3,558.00** from **$4,400.00** to **$842.00.** The direct service amount is $758.00 and the program delivery amount is $84.00

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. Two (2), effective as of the effective date.

CONTRACTOR:
Gila County Board of Supervisors

_____

Chairman, Gila County, Tommie C. Martin
Date:_____

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

_____

Cynthia Zwick, Executive Director
Date: 12/14/11

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. 3rd Street, Suite 3040
Phoenix, Arizona 85004
(602) 604-0640
Fax No. (602) 604-0640
Email: czwick@azcaa.org

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: 12/20/11

APPROVED AS TO FORM:

Chief Deputy County Attorney
Bryan B. Chambers
12 20 2011
Date

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

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

Cynthia Zwick, Executive Director
Date: 12/22/11

Address:

2700 N. 3rd Street, Suite 3040
Phoenix, Arizona 85004
(602) 604-0640
Fax No. (602) 604-0640
Email: 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").

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	• Refer to Exhibit A – Home Energy Assistance Fund Policy Manual • Agency makes utility payment guarantees and payments. Service costs and program delivery expenses are reimbursed based on activity reports.
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	• Refer to Exhibit A – Home Energy Assistance Fund Policy Manual • Agency makes utility payment guarantees and payments. Service costs and program delivery expenses are then reimbursed based on activity reports and invoices.
Southwest Gas Bill Assistance Program	**$6,325.08**	**$0**	**$6,325.08**	Utility Assistance for Southwest Gas customers	• Refer to Exhibit C – Southwest Gas Low-Income Bill Assistance Guidelines • Agency makes utility payment guarantees and payments. Service costs are reimbursed based on activity reports.
SRP Bill Assistance Program	**$4,000.00**	**$400.00**	**$4,400.00**	Utility assistance, utility deposit for Salt River Project customers	• Refer to Exhibit A – Home Energy Assistance Fund Policy Manual • Max grant $600 • Agency makes utility payment guarantees and payments. Service costs are reimbursed based on activity reports.
Utility Repair Replacement and Deposit	**$27,720.37**	**$2,217.63**	**$29,938.00**	Utility/Appliance Repair or Replacement Utility Deposit	• Refer to Exhibit B – Utility Repair Replacement Deposit Policy Manual • 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.
APS Crisis Bill Assistance Program	**$60,000.00**	**$6,000.00**	**$66,000.00**	Utility assistance	• Maximum grant amount is $400.00 (current or past due amounts) • **Households must be between 150 – 200% of the Federal Poverty Guidelines.** • Follows the regular APS bill assistance program. No deposits, reconnect fees or establishment charges.
Total:	**$106,143.40**	**$9,427.43**	**$115,570.83**		

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 15th 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

policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

a. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

b. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. *Automobile Liability*

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

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

a. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

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

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

a. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.6.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.6.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ACAA.

3.6.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. ACAA makes no

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 ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) 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 ACAA 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 ACAA 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 ACAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAA on forms prescribed by ACAA 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 ACAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAA

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

Chair, Gila County

7-20-11
Date:

Approved as to Form:

Chief Deputy County Attorney

7/19 2011
Date

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

Arizona Community Action Association,
an Arizona nonprofit corporation

By
Name: Cynthia Zwick
Title: Executive Director

Date: 6-23-11

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

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

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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[1]. 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[2], 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[3]:

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[4].

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[1] Applicants over the 200% FPIG income guideline could qualify based on demonstration of need

[2] An account that is one or more days past due

[3] Refer to the Glossary of Terms for detailed examples of crisis reasons

[4] 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[5]. 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

[5] 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[6].

Grants pay for:

Account arrearages

The grant amount cannot exceed the total amount owed on the account(s)[7].

Security Deposit

Security deposits will be made only in the name of the adult in the household.

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[6] For example a gas and electric account

[7] 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[8]. Income will be included from the 30 days prior to the date of application.

Sources of countable income:

A. Earned Income: employment, self employment[9]
B. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,
C. Pensions
D. Worker's Compensation
E. Child Support

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[8] A SSI check received on May 30 that is intended for the month of April will be counted as income in April.

[9] 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"[10]. Roommates' income is treated as one household entity[11]. Refer to the Glossary for detail explanations of 'boarders' and 'roommates'.

[10] 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.

[11] 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 Household size	150%	200%
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% 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

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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

1. **Eligible Appliances**

   Water Heaters
   Cooking Stoves
   Microwaves
   Furnaces
   Air Conditioners
   Telephone
   Evaporative Coolers
   Refrigerators
   Washers/Dryers

Ineligible Appliances

Televisions
Radios
VCRs
Hair Dryers
Blenders
Water Softeners
Cable TV
Satellite Receivers

***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

FAMILY SIZE	200% OF POVERTY
1	*$1,816*
2	*$2,452*
3	*$3,088*
4	*$3,726*
5	*$4,362*
6	*$4,998*
7	*$5,636*
8	*$6,272*
9	*$6,908*
10	*$7,546*
For Each Additional Household Member Add:	***$637***

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. ENOO5 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.

Arizona Community Action Association

SOUTHWEST GAS
WARMING HEARTS & HOMES

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 polices 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 15th 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.

CAN PAY	APS utility bills on client's present address ONLY and must be a customer of record. **Cannot pay deposits, reconnect fees or establishment charges.**
MAXIMUM GRANT AMOUNT:	$400.00 for current and past due amounts. No credit can be given on an account.
SERVICE CODES:	UTA
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	Client household must be a current APS customer. Clients with disconnected accounts are NOT considered current customers. 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.
CRISIS:	An acceptable crisis reason must be documented on the application.
CLIENT FILES MUST CONTAIN:	1. Application for benefits. 2. Most recent APS utility bill. 3. Income verification for the most recent 30 days including application date. 4. Verification of all social security numbers of all household members.

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. <u>LAWFUL PERMANENT RESIDENT (LPR)</u>

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

<u>Temporary Evidence of Lawful Permanent Residence. Valid Until (Date). With the following Stamp/Annotations of Law</u>

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 form 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. 1-94 - 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	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
74%	**$672**	**$907**	**$1,143**	**$1,379**	**$1,614**	**$1,849**	**$2,085**	**$2,321**	**$2,556**	**$2,792**	**$236**
75% to	$673	$908	$1,144	$1,380	$1,615	$1,850	$2,086	$2,322	$2,557	$2,793	
100%	**$908**	**$1,226**	**$1,544**	**$1,863**	**$2,181**	**$2,499**	**$2,818**	**$3,136**	**$3,454**	**$3,773**	**$318**
101%	$909	$1,227	$1,545	$1,864	$2,182	$2,500	$2,819	$3,137	$3,455	$3,774	
125%	**$1,135**	**$1,533**	**$1,930**	**$2,329**	**$2,726**	**$3,124**	**$3,523**	**$3,920**	**$4,318**	**$4,716**	**$398**
126%	$1,136	$1,534	$1,931	$2,330	$2,727	$3,125	$3,524	$3,921	$4,319	$4,717	
150%	**$1,362**	**$1,839**	**$2,316**	**$2,795**	**$3,272**	**$3,749**	**$4,227**	**$4,704**	**$5,181**	**$5,660**	**$478**
151%	$1,363	$1,840	$2,317	$2,796	$3,273	$3,750	$4,228	$4,705	$5,182	$5,661	
200%	**$1,816**	**$2,452**	**$3,088**	**$3,726**	**$4,362**	**$4,998**	**$5,636**	**$6,272**	**$6,908**	**$7,546**	**$637**
Annual	*10,890*	*14,710*	*18,530*	*22,350*	*26,170*	*29,990*	*33,810*	*37,630*	*41,450*	*45,270*	*3820*

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 venders, 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-1028 **Consent Agenda Item 5- C**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted For: Steve Stratton Submitted By: Diana Jones, Management Analyst, Finance Department

Department: Finance Department

Fiscal Year:	2010 and 2011	Budgeted?:	Yes
Contract Dates Begin & End:	7/1/09 - 6/30/10	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	Renewal

Presenter's Name:

Information

Request/Subject

Local Transportation Assistance Funds (LTAF) II Intergovernmental Agreements and Transit Agreements

Background Information

According to legislation enacted in 1998, cities, towns, and counties that receive $2,500 or more in Local Transportation Assistance Funds (LTAF) II funding annually are required to use the funding for public transportation services. Gila County has been using the LTAF II funds to provide senior centers and other entities which provide transportation services with funds to support their continued transit operation.

During the Board of Supervisors' October 18, 2011, meeting, the Board recommended the distribution of funds from the LTAF II account in accordance to the 50% distribution. The distribution of these funds is necessary to keep within the LTAF II Program guidelines and expenditures for public transportation by the Arizona Department of Transportation.

No funds were distributed to the Copper Spike Excursion Train as it is no longer in operation.

Evaluation

Attached are agreements for the distribution of the LTAF II funds. Intergovernmental Agreements with the Town of Star Valley for $1,250, the City of Globe for $5,000, the Town of Miami Senior Center for $1,250, and the Town of Miami Cobre Valley Community Transit Program for $18,534. Transit Agreements with the Payson Senior Center for $5,000, Time Out, Inc. for $1,250, and the Boys and Girls Club of Globe in the amount of $1,250.

Conclusion

The distribution of these funds is necessary to keep within the LTAF II program guidelines.

Recommendation

The Public Works Department recommends that the Board of Supervisors approve the attached Intergovernmental Agreements and Transit Agreements for the distribution of LTAF II funds.

Suggested Motion

Authorization for the Chairman to sign the attached agreements to distribute LTAF II (Local Area Transportation Funds) funds, as follows: Intergovernmental Agreements with the Town of Star Valley for $1,250, City of Globe for $5,000, Town of Miami Senior Center for $1,250, and Town of Miami Cobre Valley Community Transit Program for $18,534; and Transit Agreements with the Payson Senior Center for $5,000, Time Out, Inc. for $1,250, and the Boys and Girls Club of Globe for $1,250.

Attachments

IGA Town of Star Valley

IGA City of Globe

IGA Miami Senior Center

IGA Miami CVC Transit Program

Transit agreement Payson Senior Center

Transit agreement Time Out, Inc.

Transit agreement Boys and Girls Club or Globe

Distribution amounts approved

10/18/2011 agenda

Legal Authority for non IGA agreements

Legal Authority for IGAs

INTERGOVERNMENTAL AGREEMENT
GILA COUNTY
AND
TOWN OF STAR VALLEY

This agreement is made between **GILA COUNTY,** an Arizona Municipal Corporation, hereinafter referred to as "County" and the **TOWN OF STAR VALLEY,** an Arizona Municipal Corporation, hereinafter referred to as "Star Valley".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Town of Star Valley as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Star Valley Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $1,250.00 for the **Star Valley Transit Program**.

3. The Town of Star Valley agrees to maintain records for the grant period of December 1, 2011 thru June 30, 2012. The attached report will be due on July 1, 2012, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

These reports should be mailed to Diana Jones

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Star Valley Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Star Valley Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The Town of Star Valley shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Star Valley Transit Program.

7. The Town of Star Valley/Star Valley Transit Program shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Town of Star Valley should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Town of Star Valley shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. <u>Anti-Terrorism Warranty</u>
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(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.

10. Legal Arizona Workers Act Compliance

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

Any breach of Star Valley'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 Star Valley 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, Star Valley 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.

The Town of Star Valley 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 Star Valley.

11. 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 the day of

GILA COUNTY

_____

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:_____

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

_____

Bryan Chambers, Chief Deputy County Attorney

THE TOWN OF STAR VALLEY

_____

Timothy Grier, Town Manager

Date:_____

ATTEST:

_____

Lois Johnson, Town Clerk

APPROVED AS TO FORM:

_____

Timothy Grier, Town Attorney

LTAF TRANSIT
FY 2011 FUNDS

	December 2011	January 2012	February 2012	March 2011	April 2012	May 2012	June 2012
# of Rides Totals:							
# of Riders locations							
County Limits							
Employee Wages							
Misc. Expenses							

Description of expenses: _____

_____

_____

_____

_____

Report due July 1, 2012

INTERGOVERNMENTAL AGREEMENT
GILA COUNTY
AND
CITY OF GLOBE
SENIOR CENTER

This agreement is made between **GILA COUNTY,** an Arizona Municipal Corporation, hereinafter referred to as "County" and the **CITY OF GLOBE SENIOR CENTER,** an Arizona Municipal Corporation, hereinafter referred to as "Globe Senior Center".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Globe Senior Center as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Globe Senior Center Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $5,000.00 for the **Globe Senior Center Transit Program.**

3. The City of Globe agrees to maintain records for the grant period of December 1, 2011 thru June 30, 2012. The attached report will be due on July 1, 2012, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

   These reports should be mailed to Diana Jones

   Diana M. Jones, Management Analyst
   Gila County Finance
   1400 E. Ash Street
   Globe, Arizona 85501
   (928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Globe Senior Center Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Globe Senior Center Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The Globe Senior Center Transit Program shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Globe Senior Center Transit Program.

7. The City of Globe/Globe Senior Center Transit Program shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Globe Senior Center Transit Program should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Globe Senior Center Transit Program shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. <u>Anti-Terrorism Warranty</u>
   Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(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.

10. Legal Arizona Workers Act Compliance

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

Any breach of Globe Senior Center'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 Globe Senior Center 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, Globe Senior Center 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.

Globe Senior Center 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 Globe Senior Center.

11. 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 the

day of

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:

ATTEST:

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

Bryan Chambers
Chief Deputy County Attorney

THE CITY OF GLOBE

Fernando Shipley

Fernando Shipley, Mayor
City of Globe

Date: 12-20-11

ATTEST:

Gina A. Paul

Gina Paul, Clerk City of Globe

APPROVED AS TO FORM:

K. Kane Graves, City Attorney

LTAF TRANSIT
FY 2011 FUNDS

	December 2011	January 2012	February 2012	March 2011	April 2012	May 2012	June 2012
# of Rides Totals:							
# of Riders locations							
County Limits							
Employee Wages							
Misc. Expenses							

Description of expenses: _____

_____

_____

_____

_____

Report due July 1, 2012

INTERGOVERNMENTAL AGREEMENT
GILA COUNTY
AND
TOWN OF MIAMI
SENIOR CENTER

This agreement is made between **GILA COUNTY,** an Arizona Municipal Corporation, hereinafter referred to as "County" and the **TOWN OF MIAMI SENIOR CENTER,** an Arizona Municipal Corporation, hereinafter referred to as "Miami Senior Center".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Miami Senior Center as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Miami Senior Center Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $1,250.00 for the **Miami Senior Center Transit Program**.

3. The Town of Miami agrees to maintain records for the grant period of December 1, 2011 thru June 30, 2012. The attached report will be due on July 1, 2012, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

   These reports should be mailed to Diana Jones

   Diana M. Jones, Management Analyst
   Gila County Finance
   1400 E. Ash Street
   Globe, Arizona 85501
   (928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Miami Senior Center Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Miami Senior Center Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The Miami Senior Center shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Miami Senior Center Transit Program.

7. The Town of Miami/Miami Senior Center Transit Program shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Miami Senior Center Transit Program should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Miami Senior Center Transit Program shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. <u>Anti-Terrorism Warranty</u>
   Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(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.

10. Legal Arizona Workers Act Compliance

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

Any breach of Miami Senior Center'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 Miami Senior Center 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, Miami Senior Center 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.

Miami Senior Center 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 Miami Senior Center.

11. 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 the

day of

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:_____

ATTEST:

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

Bryan Chambers
Chief Deputy County Attorney

THE TOWN OF MIAMI

Jerry Barnes, Town Manager

Date: 12/09/2011

ATTEST:

~~Town Clerk~~ Finance Director

APPROVED AS TO FORM:

~~Phyllis~~ L. N. Smiley
Curtis, Goodwin, Sullivan, Udall,
and Schwab, PLC

LTAF TRANSIT
FY 2011 FUNDS

	December 2011	January 2012	February 2012	March 2011	April 2012	May 2012	June 2012
# of Rides Totals:							
# of Riders locations							
County Limits							
Employee Wages							
Misc. Expenses							

Description of expenses: _____

_____

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_____

_____

Report due July 1, 2012

INTERGOVERNMENTAL AGREEMENT
GILA COUNTY
AND
TOWN OF MIAMI
COBRE VALLEY COMMUNITY TRANSIT PROGRAM

This agreement is made between **GILA COUNTY,** an Arizona Municipal Corporation, hereinafter referred to as "County" and the **TOWN OF MIAMI COBRE VALLEY COMMUNITY TRANSIT PROGRAM,** an Arizona Municipal Corporation, hereinafter referred to as "CVCT Program".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Town of Miami CVCT Program as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the CVCT Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable State and Federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $18,534.00 for the **Town of Miami Cobre Valley Community Transit Program.**

3. The Town of Miami agrees to maintain records for the grant period of December 1, 2011 thru June 30, 2012. The attached report will be due on July 1, 2012, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

   These reports should be mailed to Diana Jones

   Diana M. Jones, Management Analyst
   Gila County Finance
   1400 E. Ash Street
   Globe, Arizona 85501
   (928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the CVCT Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the CVCT Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The CVCT Program shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the CVCT Program.

7. The Town of Miami/ CVCT Program shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the CVCT Program should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Town of Miami/CVCT Program shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. <u>Anti-Terrorism Warranty</u>
   Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(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.

10. <u>Legal Arizona Workers Act Compliance</u>
    The Town of Miami hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CVCT Program

employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CVCT Program shall further ensure that each subcontractor who performs any work for CVCT Program 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 CVCT Program and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CVCT Program 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 CVCT Program 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, CVCT Program 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.

CVCT Program 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 CVCT Program.

11. 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 the day of

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:_____

ATTEST:

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

Bryan Chambers
Chief Deputy County Attorney

THE TOWN OF MIAMI

Jerry Barnes, Town Manager

Date: 12/9/2011

ATTEST:

~~Town Clerk~~ Finance Director

APPROVED AS TO FORM:

Phyllis L. N. Smiley
Curtis, Goodwin, Sullivan, Udall,
and Schwab, PLC

LTAF TRANSIT
FY 2011 FUNDS

	December 2011	January 2012	February 2012	March 2011	April 2012	May 2012	June 2012
# of Rides Totals:							
# of Riders locations							
County Limits							
Employee Wages							
Misc. Expenses							

Description of expenses: _____

_____

_____

_____

_____

Report due July 1, 2012

TRANSIT AGREEMENT
GILA COUNTY
AND
PAYSON SENIOR CENTER

This agreement is made between **GILA COUNTY,** an Arizona Municipal Corporation, hereinafter referred to as "County" and the **PAYSON SENIOR CENTER,** an Arizona Municipal Corporation, hereinafter referred to as "Payson Senior Center".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Payson Senior Center as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Payson Senior Center Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $5,000.00 for the **Payson Senior Center Transit Program**.

3. The Payson Senior Center agrees to maintain records for the grant period of December 1, 2011 thru June 30, 2012. The attached report will be due on July 1, 2012, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

   These reports should be mailed to Diana Jones no later than July 5, 2012.

   Diana M. Jones, Management Analyst
   Gila County Finance
   1400 E. Ash Street
   Globe, Arizona 85501
   (928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Payson Senior Center Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Payson Senior Center Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The Payson Senior Center Transit Program shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Payson Senior Center Transit Program.

7. The Payson Senior Center shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Payson Senior Center should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Payson Senior Center shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. <u>Anti-Terrorism Warranty</u>
   Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(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.

10. Legal Arizona Workers Act Compliance

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

Any breach of Payson Senior Center'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 Payson Senior Center 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, Payson Senior Center 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.

Payson Senior Center 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 Payson Senior Center.

11. 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 the day of

GILA COUNTY

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

Date:_____

PAYSON SERINOR CENTER

Barbara Underwood
Barbara Underwood
President of Board of Directors

Date: 12-16-11

ATTEST:

_____
Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

_____
Bryan Chambers
Chief Deputy County Attorney

LTAF TRANSIT
FY 2011 FUNDS

	December 2011	January 2012	February 2012	March 2011	April 2012	May 2012	June 2012
# of Rides Totals:							
# of Riders locations							
County Limits							
Employee Wages							
Misc. Expenses							

Description of expenses: _____

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Report due July 1, 2012

TRANSIT AGREEMENT
GILA COUNTY
AND
TIME OUT, INC.

This agreement is made between **GILA COUNTY,** an Arizona Municipal Corporation, hereinafter referred to as "County" and the **TIME OUT, INC.,** hereinafter referred to as "Time Out".

RECITALS

The Gila County Board of Supervisors desire to provide funding to Time Out, Inc. as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Time Out Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $1,250.00 for the **Time Out Transit Program.**

3. Time Out, Inc. agrees to maintain records for the grant period of December 1, 2011 thru June 30, 2012. The attached report will be due on July 1, 2012, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

These reports should be mailed to Diana Jones no later than July 5, 2012.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Time Out Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Time Out Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. Time Out, Inc. shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Time Out Transit Program.

7. Time Out, Inc./Time Out Transit Program shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Time Out Transit Program should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Time Out Transit Program shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. Anti-Terrorism Warranty
   Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(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.

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

Any breach of Time Out'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 Time Out 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, Time Out 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.

Time Out 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 Time Out.

11. 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 the day of

GILA COUNTY

_____

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:_____

THE TIME OUT, INC.,

Linda Timmer

Linda Timmer, Executive Director
Time Out, Inc.

Date: 12-05-2011

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

_____

Bryan Chambers,
Chief Deputy County Attorney

LTAF TRANSIT
FY 2011 FUNDS

	December 2011	January 2012	February 2012	March 2011	April 2012	May 2012	June 2012
# of Rides Totals:							
# of Riders locations							
County Limits							
Employee Wages							
Misc. Expenses							

Description of expenses: _____

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Report due July 1, 2012

TRANSIT AGREEMENT
GILA COUNTY
AND
BOYS & GIRLS CLUB OF GLOBE

This agreement is made between **GILA COUNTY,** an Arizona Municipal Corporation, hereinafter referred to as "County" and the **BOYS AND GIRLS CLUB OF GLOBE TRANSIT PROGRAM,** hereinafter referred to as "Boys & Girls Club".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Boys & Girls Club as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Boys & Girls Club Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable State and Federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $1,250.00 for the Boys & Girls Club Transit Program.

3. The Boys & Girls Club agrees to maintain records for the grant period of December 1, 2011 thru June 30, 2012. The attached report will be due on July 1, 2012, and indicate the number of rides provided for all participants, the location of pickup, employee wages

and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

These reports should be mailed to Diana Jones no later than July 5, 2012.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Boys & Girls Club Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Boys & Girls Club Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The Boys & Girls Club shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Boys & Girls Club Transit Program.

7. The Boys & Girls Club shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Boys & Girls Club should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Boys & Girls Club shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(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.

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

Any breach of Boys & Girls Club 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 Boys & Girls Club 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, Boys & Girls Club 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.

Boys & Girls Club 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 Boys & Girls Club

11. 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 the day of

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:

BOYS AND GIRLS CLUB OF GLOBE

Mickie Nye, President
Boys and Girls Club of Globe

Date: 12-1-11

ATTEST:

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy County Attorney

LTAF TRANSIT
FY 2011 FUNDS

	December 2011	January 2012	February 2012	March 2011	April 2012	May 2012	June 2012
# of Rides Totals:							
# of Riders locations							
County Limits							
Employee Wages							
Misc. Expenses							

Description of expenses: _____

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Report due July 1, 2012

LTAF II DISTRIBUTION AMOUNTS

	FY - 2010	55%	50%
City of Globe	$10,000.00	$5,500.00	$5,000.00
Copper Spike	$10,000.00	$5,500.00	$5,000.00
Gila Safe House	$2,500.00	$1,375.00	$1,250.00
Miami Sr Cnt.	$5,233.42	$2,750.00	$1,250.00
Boy & Girl Club	$5,000.00	$2,750.00	$1,250.00
SCAT	$5,000.00	$2,750.00	$1,250.00
Hayden Sr. Cnt.	$5,233.43	$2,750.00	$1,250.00
Payson TimeOut	$2,500.00	$1,375.00	$1,250.00
Star Valley Sr.	$5,233.43	$2,750.00	$1,250.00
Payson Sr. Cnt.	$10,000.00	$5,500.00	$5,000.00
TOTAL	$60,700.28	$33,000.55	$23,750.50

Amount need to spend by 12/2011	$42,285.00	$42,285.00
Amount as listed above to entities	-$33,000.00	-$23,750.50
CVCT transit amount	$9,285.00	$18,534.50

ARF-893 **Regular Agenda Item 3- E**
Regular BOS Meeting
Meeting Date: 10/18/2011

Submitted For:	Steve Stratton	Submitted By:	Diana Jones, Finance Department
Department:	Public Works Division	Division:	Administration
Fiscal Year:	2010 - 2011	Budgeted?:	Yes
Contract Dates Begin & End:	7/1/10 - 6/30/10	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	Renewal
Presenter's Name:	Steve Stratton		

Information

Request/Subject
Request for Distribution Recommendations for Local Transportation Assistance Fund (LTAF II).

Background Information
According to legislation enacted in 1998, cities, towns, and counties that receive $2,500 or more in LTAF II funding annually are required to use the funding for public transportation. Gila County has been using the LTAF II funds to provide senior centers and other transportation entities with funds for their continued operation. The Board of Supervisors approved the last grant agreement in December 2010 and this money has been received from the Arizona Department of Transportation.

One of the guidelines within this grant is that the funds need to be spent within a two-year timeframe. Gila County needs to spend $42,284.55 from the LTAF II account before December 2011 and $27,794.27 before December 2012 to stay within the two-year timeframe.

Evaluation
The distribution of these funds is necessary to keep within the LTAF II Program guidelines and expenditures for public transportation by the Arizona Department of Transportation.

Conclusion
The disbursement of these funds is necessary to provide senior centers which provide transportation and other entities with transportation funds for their continued operation, and stay within the two-year grant parameters.

Recommendation
The Gila County Public Works Division recommends that the Board of Supervisors approve either the 55% or the 50% distribution of last year's funding on the attached list of LTAF II funds.

Suggested Motion
Information/Discussion/Action to approve the distribution of Local Transportation Assistance Funds (LTAF II) to senior centers and other entities for their continued transportation operation at a set percentage per the attached list. **(Steve Stratton)**

Attachments

Distribution list
2011 grant application
grant resolution

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 venders, 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.

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-1037 **Consent Agenda Item 5- D**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Emergency Services
Presenter's Name:			

Information

Request/Subject

Amendment No.1 to an Intergovernmental Agreement (Contract ADHS12-007886), a Public Health Emergency Preparedness Grant

Background Information

The Intergovernmental Agreement (Contract No. ADHS12-007886) between the Arizona Department of Health Services and the Gila County Health and Emergency Services Division in support of the Public Health Emergency Preparedness (PHEP) program was signed by the Board of Supervisors (BOS) on December 16, 2011.

Evaluation

Amendment No. 1 to Contract No. ADHS12-007886 makes changes to Section 3 Activities only. The specific changes are:
3.1.3 moved to 3.1.5 with description changes
3.1.4 moved to 3.13
3.1.5 moved to 3.1.4
3.2.1 moved to 3.1.7
3.2.2 moved to 3.21 with description changes
3.2.3 description change
3.3.1 description change
3.3.2 description change
3.3.3 moved to 3.2.5

Conclusion

There is no financial impact for this Amendment. According to the terms of the Intergovernmental Agreement (IGA), the required Activities may change for each quarter of the IGA performance period.

Recommendation

The Director of the Gila County Health and Emergency Services Division recommends that the Board of Supervisors authorize the Chairman's signature on Amendment No.1 to an Intergovernmental Agreement (Contract No. ADHS12-007886) for Public Health Emergency Preparedness Grant that is between the Gila County Health and Emergency Services Division and the Arizona Department of Health Services.

Suggested Motion

Authorization for the Chairman's signature on Amendment No.1 to an Intergovernmental Agreement (Contract No. ADHS12-007886) which pertains to a Public Health Emergency Preparedness Grant that is between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services.

Attachments

Amendment No.1

ADHS IGA Contract No. ADHS12-007886

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-007886**	Amendment No. 1	Procurement Specialist Cindy Sullivan

Emergency Preparedness Program

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Effective August 31, 2011, replace Attachment A, Section 3, Activities, Pages Eighteen (18) through Twenty (20), of the original Agreement, with Attachment A, Section 3, Activities, Pages Two (2) through Three (3) of Amendment One (1).

All other provisions of this agreement remain unchanged.

Gila County Health and Emergency Services
Contractor Name

5515 S. Apache Ave, Suite 400
Address

Globe AZ 85501
City State Zip

CONTRACTOR SIGNATURE
In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Contractor Authorized Signature

Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature **Date**

Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this _____ day of _____ 2012

Procurement Officer

Attorney General Contract No. PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature Date
Assistant Attorney General

Printed Name:

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

3. ACTIVITIES

Report on the following activities in the semi-annual and annual progress reports.

3.1 Tiers I, II & III Partners

3.1.1 Domain Specific Reporting: During each quarter, sub-recipients shall be required to focus on the resource elements that are designated as "priority" items by the CDC. ADHS staff will produce a document before the start of each quarter that summarizes the priority resource elements for the quarter. Sub-recipients shall be required to review plans according to these priority resource elements or demonstrate that current plans are already sufficient. In many cases, local jurisdictions shall have already met the planning requirements. In some cases, additional plans or plan components shall be required.

Planning, training, and exercise activities for each quarter shall be limited to the specified domain and capabilities. It is understood that scheduling conflicts may require topics to be addressed outside of their assigned quarter, but sub-recipients shall make every effort to schedule activities according to the domain schedule where possible.

3.1.2 Pandemic Influenza Response Plans: Update and submit the pandemic influenza response plans, based on improvements identified in the 2009 H1N1 response by October 14, 2012.

3.1.3 SNS Program: Partners are required to attend a regional inventory system training delivered by ADHS before the midpoint of the grant cycle.

An annual site assessment of primary and secondary RSS Warehouse locations shall be conducted and documentation submitted to ADHS SNS Program Coordinator by August 9, 2012.

3.1.4 Corrective Actions: Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After action reports and improvement plans shall not need to be developed for the DSNS drills, if they are conducted as stand-alone drills.

Track and manage corrective actions identified in responses and exercises. Provide a description of the methodology used to track and manage the corrective actions.

Epidemiology

3.1.5 MEDSIS: County Partners shall designate and maintain a MEDSIS liaison, recruit and train additional external facilities on MEDSIS, and work with tribal health departments that are implementing MEDSIS. Tribal Partners shall work with ADHS to determine how or if they can utilize MEDSIS. The MEDSIS liaison is responsible for requesting/approving new users and informing ADHS when users should be removed.

3.1.6 CIFOR Evaluation: (County Only) County Partners shall have at least one (1) staff member participate in the CIFOR food borne disease toolkit evaluation.

3.1.7 On-Call Testing: (County Only) Participate in semi-annual State testing of the communicable disease on-call system using local and ADHS developed protocols, and provide a description of additional steps that would be taken by their department to investigate the disease

3.2 Tiers I & II Partners

Epidemiology

3.2.1 Communicable Disease Reporting: (County Only) Percent of infectious disease reports entered into MEDSIS by county health department staff within three business days of receiving report. Goal: Fifty percent or more

3.2.2 Communicable Disease Reporting: (County Only) Indicate the number of reports received, investigations conducted, specimens collected, responses with epidemiologist involvement for and average time from initiation of investigation to recommendation of interventions in suspected outbreaks; suspect cases of select agents, measles, meningococcal disease, shiga toxin-producing *E. coli*, and hepatitis A; and non-communicable disease incidents.

3.2.3 Registry Planning: Develop a plan for initiating a registry, including plans for exchanging information between health care facilities and a registry, during an emergency that involves within jurisdiction mass evacuation.

3.2.4 County / Tribal Coordination: Meet with coordinating partners semi-annually and list dates and agencies involved for working with a) tribal entities or Indian Health Services, and b) other agencies or health department divisions, on communicable disease surveillance or investigations.

3.2.5 Assessment: (County Only) Conduct an assessment of communicable disease communications to health care providers

3.3 Tier I Partners

Epidemiology

3.3.1 Communicable Disease Reporting Validation: (County Only) Validate communicable disease reporting for hospital inpatient and emergency department visits and for mortality surveillance, follow up with non-reporters identified, and develop education plan to address any potentially countywide reporting gaps identified.

3.3.2 Exercise/Real World Event: Conduct or participate in an exercise or real world event, involving activation of a registry during a mass evacuation.

3.3.3 Planning: (County Only) Develop a written protocol on the use of mortality data for the surveillance of major causes of morbidity and mortality due to reportable conditions.

3.3.4 Gap Assessment: (County Only): Develop a plan to address any gaps found in the assessment of communicable disease communications to health care providers conducted during BP10X.

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-007886

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Emergency Preparedness

Begin Date: 8/31/11

Geographic Service Area: Arizona

Termination Date: 8/30/16

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A R S §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- [ ] Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- [ ] School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
- [ ] City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- [ ] City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: Gila County Health and Emergency Services

Address: 5515 S Apache Ave, Suite 400

Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: Michael O'Driscoll, Director

Phone: 928-402-8767

FAX No: 928-425-7714

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. In accordance with A.R.S. 35-391.06 and A.R.S. 35-393.06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Signature of Person Authorized to Sign — Date 12/6/11

Tommie C. Martin, Chairman

Print Name and Title

Gila County Board of Supervisors

This Contract shall henceforth be referred to as Contract No. ADHS12-007886. 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 fully executed copy of the Contract.

State of Arizona

Signed this 14th day of December, 2011

Christine Rich

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature of Person Authorized to Sign — Date 12/6/2011

Bryan Chambers, Chief Deputy County Attorney

Print Name and Title

Attorney General Contract, No. PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

Signature — Date 12/14/2011

Assistant Attorney General: ~~Ronald E. Johnson~~ Debra Shelby

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

1 **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1 1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1 2 *"ADHS"* means Arizona Department of Health Services

1 3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended

1 4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract

1 5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law

1 6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract

1 7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services

1 8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS

1 9 *"Days"* means calendar days unless otherwise specified

1 10 *"Fixed Price"* establishes a set price per unit of service The set price shall be based on costs, which are reasonable, allowable and allocable.

1 11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received

1 12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1 13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract

1 14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State

1 15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor

1 16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract

1 17 *"State"* means the State of Arizona and/or the ADHS For purposes of this Contract, the term "State" shall not include the Contractor

2 **Contract Type.**

This Contract shall be: (check one)

_____ Fixed Price
__X__ Cost Reimbursement
_____ Not to Exceed

3 **Contract Interpretation.**

3 1 Arizona Law The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona

3.2 Implied Contract Terms Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it

3 3 Contract Order of Precedence In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3 3.1 Terms and Conditions;

3 3 2 Statement or Scope of Work;

3 3 3 Attachments;

3.3 4 Referenced Documents

3 4 Relationship of Parties The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract

3 5 Severability The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract

3 6 No Parole Evidence This Contract is intended by the parties as a final and complete expression of their agreement No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document

3.7 No Waiver Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it

3 8 Headings Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning

4 **Contract Administration and Operation.**

4 1 Term As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4 2 Contract Renewal This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period The term of the Contract shall not exceed five years However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated

4 3 New Budget Term If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services

4 4 Non-Discrimination The Contractor shall comply with State Executive Order No 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act

4 5 Records and Audit Under A R S § 35-214 and A R S § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times Upon request, the Contractor shall produce a legible copy of any or all such records

4 6 Financial Management For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund

4 6 1 *Federal Funding* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order

4 6 2 *State Funding* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S § 35-181 03

4 7 Inspection and Testing The Contractor agrees to permit access, at reasonable times, to its facilities

4 8 Notices Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary

4.9 Advertising and Promotion of Contract The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer

4 10 Property of the State

4 10 1 *Equipment* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS When this Contract is terminated, the disposition of all such property shall be determined by the ADHS For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor All purchases of equipment need to be reported to the ADHS Office of Inventory Control

4 10 2 *Title and Rights to Materials* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and

electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C 4), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material

4 11 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor

4 12 E-Verify Requirements In accordance with A R S § 41-4401, Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A R S § 23-214, Subsection A

4 13 Scrutinized Businesses In accordance with A.R S § 35-391 and A R S § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

5 **Costs and Payments**

5.1 Payments. Payments shall comply with the requirements of A.R S Titles 35 and 41, net 30 days Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS

5 2 Recoupment of Contract Payments

5 2 1 *Unearned Advanced Funds* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination

5 2 2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination

5 2 3 *Refunds* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4 2 1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5 2 2, Contracted Services

5 2 4 *Unacceptable Expenditures* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability

5 3 Unit Costs/Rates or Fees Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS

5 4 Applicable Taxes

5 4 1 *State and Local Transaction Privilege Taxes* The State of Arizona is subject to all applicable state and local transaction privilege taxes Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes

5 4 2 *Tax Indemnification* The 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 require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation

5 4 3 *I R S W9 Form* In order to receive payment under any resulting Contract, the Contractor shall have a current I R S W9 Form on file with the State of Arizona

5 5 Availability of Funds for the Next Fiscal Year Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding The Procurement Officer shall have the discretion in determining the availability of funds

5 6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS.

5 6 1 Accept a decrease in price offered by the Contractor,

5 6 2 Reduce the number of goods or units of service and reduce the payments accordingly;

5 6 3 Offer reductions in funding as an alternative to Contract termination; or

5 6 4 Cancel the Contract

6 Contract Changes

6 1 Amendments, Purchase Orders and Change Orders This Contract is issued under the authority of the Procurement Officer who signed this Contract The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes

6 2 Subcontracts The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract

6 3 Assignments and Delegation The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer The State shall not unreasonably withhold approval

7 **Risk and Liability**

7 1 Risk of Loss The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract Mere receipt does not constitute final acceptance The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt

7 2 Mutual Indemnification Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers

7 3 Indemnification - Patent and Copyright To the extent permitted by A R S § 41-621 and A R S § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph

7 4 Force Majeure.

7 4 1 *Liability and Definition* 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; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire, flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence

7 4 2 *Exclusions* Force Majeure shall not include the following occurrences:

7 4 2 1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7 4 2 2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7 4 2 3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits

7 4 3 *Notice* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract

7 4 4 *Default* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent

that, such delay or failure is caused by force majeure

7 5 Third Party Antitrust Violations The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract

8 **Description of Materials** The following provisions shall apply to Materials only:

8 1 Liens The Contractor agrees that the Materials supplied under this Contract are free of liens In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens

8 2 Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8 2 1 Of a quality to pass without objection in the Contract description;

8 2 2 Fit for the intended purposes for which the Materials are used;

8 2 3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8 2 4 Adequately contained, packaged and marked as the Contract may require; and

8 2 5 Conform to the written promises or affirmations of fact made by the Contractor

8 3 Inspection/Testing Subparagraphs 8 1 through 8 2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State

8 4 Compliance With Applicable Laws The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8 5 Survival of Rights and Obligations After Contract Expiration and Termination.

8 5 1 *Contractor's Representations* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof In addition, the parties hereto acknowledge that pursuant to A R S § 12.510, except as provided in A.R S § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R S Title 12, Chapter 5

8 5 2 *Purchase Orders and Change Orders* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract

9 **State's Contractual Remedies**

9 1 Right to Assurance If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract

9 2 Stop Work Order

9 2 1 *Terms* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (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

9 2 2 *Cancellation or Expiration* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly

9 3 Non-exclusive Remedies The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law

9 4 Right of Offset The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance

10 **Contract Termination**

10 1 Cancellation for Conflict of Interest Pursuant to A R S § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A R S § 38-511

10 2 Gratuities The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor

10 3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body

10 4 Termination Without Cause.

10 4 1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date Such notices shall be given by personal delivery or by certified mail, return receipt requested

10.4 2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10 4 3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed ADHS may require Contractor to negotiate the terms of any remaining deliverables still due

10 5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10 6 Termination for Default The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials

10 7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work

10 8 Disposition of Property Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand

11 **Arbitration** Pursuant to A R S § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A R S. § 12 -133

12 **Communication**

12.1 Program Report When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS

12 2 Information and Coordination The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13 **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which

clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State

14 **Sovereign Immunity** Pursuant to A R S § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit

15 **Fingerprint and Certification Requirements/Juvenile Services.**

15 1 Paid and Unpaid Personnel The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A R S § 41-1758 et seq

15 2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel

16 **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached

17 **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation

18 **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007

A. Background

The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP) These funds are used to support development and implementation of Tasks in this Scope of Work The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments

B. Objective

Develop plans along with the timetables and necessary activities to fully implement the Contractor's partnership role in response to the CDC capabilities and the programmatic methodology requirements of the Scope of Work

C. Scope of Work

The Contractor shall:

1 The Scope of Work can be found in the following Tasks In addition, the Annual Performance Requirements can be found in Attachment A hereto and incorporated herein Attachment A will change each year, as will the estimated budget for the period of August 31st through August 30th The Contractor shall submit a detailed Budget based upon their estimated cost associated with continuation of the programmatic Annual Performance Requirements through the Contract period, unless terminated, canceled or extended as otherwise provided herein. This Budget shall be submitted in the online Budget Tool format as provided by PHEP The Contractor shall have the flexibility of making adjustments to the Budget categories within ten percent (10%) of the budgeted amount provided on the approved Budget. Any change exceeding ten percent (10%) shall be requested in writing on the Budget Tool and shall not be implemented until approved electronically by the ADHS It is the responsibility of the Contractor to coordinate and manage funds under this Contract

D. Tasks

The Contractor shall:

1 Maintain a Contractor's Public Health Emergency Preparedness Coordinator;

2 Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;

3 Maintain a timeline for the development of county-wide plans for Public Health Emergencies, preparedness for a bioterrorism event, infectious disease outbreak, or other public health emergency;

4 Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;

5 Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on a twenty-four (24) hours a day, seven (7) days a week basis Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;

6 Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response; and

7 Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool provided online at Health Services Portal The Contractor shall submit the completed Budget on or before

a date determined annually by the CDC and the State The Contractor shall be advised by correspondence from the ADHS PHEP on the available funding amounts on or before August 31st The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area Upon receipt of funding communication, the Contractor shall prepare and submit a detailed Budget for the period of August 31st through the following August 30th of each Budget year The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established

E. Annual Performance Requirements

The Contractor shall perform the requirements in Attachment A

F. Deliverables

The Contractor shall:

1 Maintain a person appointed as liaison and PHEP coordinator for this grant funding;

2 Provide an annual budget with all federal funding documentation required;

3 Provide Annual Performance Requirements as listed and distributed annually See Attachment A; and

4 Be prepared to open their Emergency Operations Centers for all designated emergencies

G. Notices, Correspondence and Reports

1 Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Public Health Emergency Preparedness
Bureau Chief
150 N 18th Avenue, #150
Phoenix, AZ 85007

2 Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Gila County Health and Emergency Services
5515 S Apache Ave, Suite 400
Globe, AZ 85501
Attn: Leana Asberry
Phone: 928-402-8805
lasberry@co gila.az us

PRICE SHEET
Gila County

Cost Reimbursement

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	Year	$ 155,256 00
Total			**$ 155,256.00**

FY 11-12

County and Tribal Public Health Emergency Preparedness Deliverables

BP11
Budget Year 2011-2012

Tier Definitions[1]

Tier I:
Allocation of
$300,000.00 and up

Tier II:
Allocation of
$150,000.00 to $299,999.99

Tier III:
Allocation of
$50,000.00 to $149,999.99

Tier IV:
Allocation of
$0.01 to $49,999.99

1. **EVIDENCE BASED PERFORMANCE MEASURES AND BENCHMARKS**
Report on the following performance measures in the semi-annual and annual progress reports.
Note: the CDC performance measures below are the same for the State and local level.

Emergency Notification System Maintenance
Tiers I, II & III shall:

1.1 Confirm the accuracy of the primary, secondary and tertiary contact information for all eight (8) Incident Command System functional roles at least once every six (6) months. Submit ADHS provided template to the Health Services Portal (HSP).

1.2 Update the "County/Tribal Public Health Emergency Contact Information Sheet" and post to HSP every six (6) months and notify Preparedness Coordinator of location.

This sheet shall be updated to include contact information for the primary, secondary and tertiary individual for the following eight (8) Incident Command System roles: Incident Commander, Public Information Officer, Safety Officer, Liaison Officer, Operations Section Chief, Planning Section Chief, and Finance/Administration Section Chief. The contact information for each individual shall include: ICS title, individual's name, individual's non-emergency position title, office telephone number, mobile telephone number, home telephone number and email address.

1.3 Test the notification system twice a year. One (1) test shall be unannounced and occurring outside of regular business hours. This unannounced test shall occur within the first six (6) months of the grant cycle. This can be demonstrated as a response to a real incident, as a stand-alone drill or as part of a functional or full scale exercise.

The tests shall capture the following metrics:

PERCENT CONTACTED: The percentage of primary and secondary key response staff that the public health agency successfully contacts without using electric grid power and primary land-line telephone service.

The mean time for this to be completed is sixty (60) minutes.

The numerator to be captured is the number of partners who responded in each of the following categories:
1. 0.00 to 15.00 minutes
2. 15.00 to 30.00 minutes
3. 30.00 to more minutes

The denominator to be captured is the number of response partners to whom the communication was sent.

NOTIFICATION TIME: The time to notify all primary and secondary staff, with public health agency Incident Command System functional responsibilities, that the public health agency Emergency Operations Center (EOC) is being activated.

The mean time for this to be completed is sixty (60) minutes from the time the public health director or designated official begins notifying the pre-identified primary staff and secondary or tertiary staff, as necessary.

REPORT TIME: The amount of time for primary and secondary staff, with public health agency Incident Command System functional responsibilities, to report for duty at the public health agency EOC. The EOC utilized may be the public health agency's primary, secondary or virtual location. An example of a virtual EOC could be a secure telephone conference line.

The mean time for this to be completed is one hundred fifty (150) minutes from the time the public health director or designated official begins notifying the pre-identified primary staff and secondary or tertiary staff, as necessary, that the public health agency EOC shall be activated.

2. EXERCISES AND IMPROVEMENTS

2.1 Tier I Partners

2.1.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than October 14, 2011;

2.1.2 Conduct or participate in at least two (2) public health emergency exercises developed in accordance with HSEEP standards. Submit the After Action Reports and Improvement Plans for each exercise to ADHS by August 9, 2012;

2.1.3 Conduct a minimum of three (3) different DSNS drills. One (1) shall occur by December 30, 2011 with the remaining two (2) to be completed by August 9, 2012. These shall be conducted in conjunction with required exercises or on their own. The associated templates shall be completed and provided to ADHS by January 13, 2012 and August 10, 2012 respectively.

2.1.3.1 Dispensing through-put data collection
2.1.3.2 Decision Making Assessment Tool
2.1.3.3 Facility Set Up
2.1.3.4 Pick List Generation

2.1.4 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings.

2.1.5 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

2.2 Tier II Partners

2.2.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop.

2.2.2 Conduct at least one (1) DSNS drill by August 9, 2012. This drill may be conducted in conjunction with a larger exercise or on their own. The associated data tool shall be completed and provided to ADHS by August 9, 2012.

2.2.2.1 Dispensing through-put data collection
2.2.2.2 Decision Making Assessment Tool
2.2.2.3 Facility Set Up
2.2.2.4 Pick List Generation

2.2.3 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings

2.2.4 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners

2.3 Tier III Partners

2.3.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop.

2.3.2 If the Tier III partner plans to establish its own point(s) of dispensing in an emergency situation, then conduct at least one (1) DSNS drill by August 9, 2012. These drills shall be conducted in conjunction with a larger exercise or on their own. The associated data tool shall be completed and provided to ADHS by August 9, 2012.

2.3.2.1 Dispensing through-put data collection
2.3.2.2 Decision Making Assessment Tool
2.3.2.3 Facility Set Up
2.3.2.4 Pick List Generation

2.3.3 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings.

2.3.4 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

2.4 Tier IV Partners

2.4.1 Response Plan: Submit an all hazards public health emergency response plan. This plan shall be submitted to the ADHS BPHEP Preparedness Coordinator via HSP.

2.4.2 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

3. ACTIVITIES

Report on the following activities in the semi-annual and annual progress reports.

3.1 Tiers I, II & III Partners

3.1.1 Domain Specific Reporting: During each quarter, sub-recipients shall be required to focus on the resource elements that are designated as "priority" items by the CDC. ADHS staff will produce a document before the start of each quarter that summarizes the priority resource elements for the quarter. Sub-recipients shall be required to review plans according to these priority resource elements or demonstrate that current plans are already sufficient. In many cases, local jurisdictions shall have already met the planning requirements In some cases, additional plans or plan components shall be required.

Planning, training, and exercise activities for each quarter shall be limited to the specified domain and capabilities. It is understood that scheduling conflicts may require topics to be addressed outside of their assigned quarter, but sub-recipients shall make every effort to schedule activities according to the domain schedule where possible.

3.1.2 Pandemic Influenza Response Plans: Update and submit the pandemic influenza response plans, based on improvements identified in the 2009 H1N1 response by October 14, 2012.

Epidemiology

3.1.3 MEDSIS: County Partners shall designate and maintain a MEDSIS liaison, recruit and train additional external facilities on MEDSIS, and work with tribal health departments that are implementing MEDSIS. Tribal Partners shall work with ADHS to determine how or if they can utilize MEDSIS. The MEDSIS liaison is responsible for requesting/approving new users and informing ADHS when users should be removed. See Epidemiology Notes for details and reporting.

CIFOR EVALUATION: (County Only) County Partners shall have at least one (1) staff member participate in the CIFOR food borne disease toolkit evaluation.

3.1.4 SNS Program: Partners are required to attend a regional inventory system training delivered by ADHS before the midpoint of the grant cycle.

An annual site assessment of primary and secondary RSS Warehouse locations shall be conducted and documentation submitted to ADHS SNS Program Coordinator by August 9, 2012.

3.1.5 Corrective Actions: Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After action reports and improvement plans shall not need to be developed for the DSNS drills, if they are conducted as stand-alone drills.

Track and manage corrective actions identified in responses and exercises. Provide a description of the methodology used to track and manage the corrective actions.

3.2 Tiers I & II Partners

Epidemiology

3.2.1 On-Call Testing: (County Only) Participate in semi-annual State testing of the communicable disease on-call system using local and ADHS developed protocols, and provide a description of additional steps that would be taken by their department to investigate the disease.

3.2.2 Reporting: (County Only) Indicate the number of reports received, investigations conducted, specimens collected, and responses with epidemiologist involvement for: suspected outbreaks; suspect cases of select agents, measles, meningococcal disease or rubella; and non-communicable disease incidents.

3.2.3 Planning: Develop an operational plan for urgent, suspect infectious diseases for a) collection and submission of specimens to the state laboratory, and b) obtaining and administering prophylaxis for individual contacts in a non-mass prophylaxis setting.

3.2.4 County / Tribal Coordination: Meet with coordinating partners semi-annually and list dates and agencies involved for working with a) tribal entities or Indian Health Services, and b) other agencies or health department divisions, on communicable disease surveillance or investigations.

3.3 Tier II & III Partners

Epidemiology

3.3.1 Communicable Disease Reporting: (County Only) Validate communicable disease reporting for hospital inpatient and emergency department visits and for mortality surveillance, follow up with non-reporters identified, and develop education plan to address any potentially countywide

reporting gaps identified.

3.3.2 Exercise/Real World Event: Conduct or participate in an exercise or real world event, involving an infectious disease scenario that utilizes the operational plans in for specimen collection and administering prophylaxis to individuals in a non-mass prophylaxis methodology.

3.3.3 Assessment: (County Only) Conduct an assessment of communicable disease communications to health care providers.

4. ASSURANCES

Report on the following items in the semi-annual and annual progress reports.

4.1 Tiers I, II, III and IV Partners

4.1.1 Employee Certifications: PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. Per OMB Circular A-87, compensation charges for employees who work solely on a single federal award shall be supported by periodic certifications that the employees worked solely on that program during the certification period.

These certification forms shall be prepared at least semiannually and signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Recipients shall be able to document that the scope of duties and activities of these employees are in alignment and congruent with the intent of the PHEP cooperative agreement to build public health response capacity and to rebuild public health infrastructure in local public health agencies. These certification forms shall be retained in accordance with 45 Code of Federal Regulation, Part 92.42.

4.1.2 Alignment of Activities and Purchases: Activities conducted under and purchases made with this award shall be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 1 or previous budget period deliverables shall be allowed if assurances are made that all assigned deliverables for BP1 will be completed. Approval for this shall be on a case by case basis and conducted by ADHS.

4.1.3 Reporting: Progress on the deliverables and activities conducted with funds from this grant shall be reported in a timely manner with the submission of the Mid-Year and End-of-Year Reports. These documents shall be submitted to the ADHS BPHEP Preparedness Coordinator and posted to HSP. The location of this posted document shall also be provided to the ADHS BPHEP Preparedness Coordinator.

4.1.4 Financial: Submit Match Documentation at the time the budget is submitted for approval. The budget shall not be considered without this documentation present.

All fiscal reporting shall be done in a timely manner, as outlined in the Contract.

4.1.5 Grant Activity Oversight: Maintain a full-time, part-time or appointed public health emergency preparedness coordinator to have responsibility for oversight of all grant related activities, budgets and reports.

ARF-928 **Consent Agenda Item 5- E**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted For: Joe Mendoza, Deputy Director/Chief Building Official

Submitted By: Beverly Valenzuela, Executive Administrative Assistant, Community Development Division

Department: Community Development Division

Division: Community Development Administratio

Presenter's Name:

Information

Request/Subject

Gila County Building Safety Advisory and Appeals Board Reappointments

Background Information

Section 4 of the Gila County Building Code Ordinance addresses the Building Safety Advisory and Appeals Board to include its authority and purpose; members and qualifications; vacancies; duties of the board; hearings and meetings; quorum and voting; appeals; and limitation of authority.

On March 4, 2008, the Board of Supervisors approved the appointments of initial members to the Gila County Building Safety Advisory and Appeals Board. Mike Hanich, representing Supervisorial District 2, and Peter Oddonetto, representing Supervisorial District 3, were amongst the initial appointed members.

Evaluation

Section 4(B) (2) states,"Memers of the Advisory and Appeals Board must be residents of Gila County but cannot be employees of Gila County government. This Board shall include members from the following categories to the extent that persons meeting the qualifications are available and willing to serve:

1. An architect duly licensed in the state of Arizona.
2. A professional engineer duly licensed in the state of Arizona.
3. A general contractor duly licensed in the state of Arizona.
4. A person representing the public.
5. A person engaged in the electrical, mechanical and plumbing trade.

Mike Hanich is an architectural draftsman and Peter Oddonetto is a contractor. Both add valuable knowledge and experience to the Gila County Building Safety Advisory and Appeals Board and meet the criteria as a member.

Conclusion

Mr. Hanich resides in Tonto Basin (District Two) and Mr. Oddonetto resides in Globe (District Three); both have served on the Gila County Building Safety Advisory and Appeals Board since March 4, 2008. Both members are reliable and add knowledge and experience to the Board.

Recommendation

The Gila County Community Development Division Deputy Director recommends that the Board of Supervisors approve of the reappointment of Mike Hanich and Pete Oddonetto to the Gila County Building Safety Advisory and Appeals Board for an additional four-year term beginning January 1, 2012, to December 31, 2015.

Suggested Motion

Approval to reappoint the following members to the Gila County Building Safety Advisory and Appeals Board for an additional 4-year term: Mike Hanich from January 1, 2012, to December 31, 2015; and Peter Oddonetto from January 1, 2012, to December 31, 2015.

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Attachments

Proposed GC Building Safety Advisory and Appeals Board Membership for 1-24-12

GILA COUNTY BUILDING SAFETY ADVISORY AND APPEALS BOARD

(Proposed to BOS on 1/24/12, and if approved by the BOS the list will be as follows)

NAME OF MEMBER *This Board was created on 10/23/07 and these members were appointed on 3/4/08.	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) New Appointment: Choose "A" or "B" A -for existing vacancy or B -to fill a vacancy created by (provide name) or Reappointment: Mark with a "C" and include number of years served prior to most recent appointment		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM (# of years)
Bernie Lieder-District 1*	D	C (11/17/09)	1 year 9 months	01/01/10-12/31/13	4
Richard Franco-District 3*	D	C (11/17/09)	1 year 9 months	01/01/10-12/31/13	4
Mike Hanich-District 2*	D	C (01/24/12)	3 years 9 months	01/01/12-12/31/15	4
Peter Havens-District 1*	D	C (04/21/09)	9 months	01/01/09-12/31/12	4
John Marcanti-District 2*	D	C (03/15/11)	2 years 9 months	01/01/11-12/31/14	4
Bob O'Connor-District 3*	D	C (03/15/11)	2 years, 9 months	01/01/11-12/31/14	4
Pete Oddonetto-District 3*	D	C (01/24/12)	3 years 9 months	01/01/12-12/31/15	4

Appointment Designation Definitions:

A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

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-1044 **Consent Agenda Item 5- F**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted For: Linda Eastlick, Elections Director

Submitted By: David Rogers, Elections Specialist, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Appointment of Precinct Committeemen to the Gila County Republican Committee

Background Information

ARS 16-821(B) provides if a vacancy exists in the office of precinct committeeman, the vacancy shall be filled by the Board of Supervisors from a list of names submitted by the County Chairman of the appropriate political party.

Evaluation

One new individual has been submitted by the Gila County Republican Committee Chair for appointment to the office of precinct committeeman. Per statute, the Board of Supervisors has the authority to make this appointment.

Conclusion

The Republican Party has submitted Vincent Xavier Grennon for appointment by the Board of Supervisors.

Recommendation

The Director of Elections recommends that the Board of Supervisors approve the appointment as submitted by the Gila County Republican Committee.

Suggested Motion

Approval of the appointment of the following precinct committeeman as submitted by the Gila County Republican Committee: Payson 3 Precinct - Vincent Xavier Grennon.

Attachments

Republican PC January 2012

GILA COUNTY REPUBLICAN COMMITTEE
PRECINCT COMMITTEE APPOINTMENT

TO: Don Ascoli
HC 7, Box 305H
Payson, AZ 85541

Please be advised that at a duly constituted meeting of Gila County held on 10/30/11 (Date)

VINCENT XAVIER GRENNON a duly qualified Republican elector residing
LIST NAME AS YOU ARE REGISTERED

At: 206 N STAGECOACH PASS (Address) PAYSON (City) AZ (State) 85541 (Zip)

928/468-0229 (Home Phone) 928/970-0480 (Cell Phone)

928/468-6301 (Fax) GRENNONS@MSN.COM (Email)

Was elected a Precinct Committee Person in Gila County, PRECINCT Payson # 3
CODE Number 235 I to fill a vacancy in the same Precinct because of:

X [illegible]

____ Resignation of ____

____ Death of ____

RESPECTFULLY SUBMITTED, Don M. Ascoli
Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committee Person. I will support the goals of the Arizona Republican Party and help promote the Republican message in Arizona.

Gila County Republican Committee

The minimum of duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct Committeeperson should regularly attend County meetings and Club meetings and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Republican Party.

Signed Vincent X Grennon Date 10-30-2011

ARF-1040 **Consent Agenda Item 5- G**

Regular BOS Meeting

Meeting Date: 01/24/2012

Submitted By: Marian Sheppard, Chief Deputy Clerk, BOS, Clerk of the Board of Supervisors

Department: Clerk of the Board of Supervisors

Presenter's Name:

Information

Request/Subject

Lions Club Special Event Liquor License Application for February 11, 2012.

Background Information

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

Evaluation

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

Conclusion

This charitable organization has properly completed the application and if the Board of Supervisors approves the application, the Lions Club of Globe, Arizona, will have used 1 day of the allowable 10 days to serve liquor at a special event in 2012.

Recommendation

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

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Lions Club of Globe, Arizona, Inc. to serve liquor on February 11, 2012, at the Sheriff's Posse Valentine Dance.

Attachments

Lions Club Special Event App for 2-11-12

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

DLLC USE ONLY
LICENSE #

1. Name of Organization: Lions Club of Globe, AZ, INC.
2. Non-Profit/I.R.S. Tax Exempt Number: 501(c)4/86-6052543
3. The organization is a: (check one box only)
   - ☒ Charitable
   - ☐ Fraternal (must have regular membership and in existence for over 5 years)
   - ☐ Civic
   - ☐ Political Party, Ballot Measure, or Campaign Committee
   - ☐ Religious
4. What is the purpose of this event? Sheriff's Posse Valentine Dance
5. Location of the event: Gila Co. Fairgrounds, Globe, Gila, 85501
   Address of physical location (Not P.O. Box) | City | County | Zip

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

6. **Applicant:** Soto, Janet W 30 JUN 41
   Last | First | Middle | Date of Birth
7. Applicant's Mailing Address: PO Box 51 Globe AZ 85502
   Street | City | State | Zip
8. Phone Numbers: (928) 425-3231 ( ) (928) 402-0358
   Site Owner # | Applicant's Business # | Applicant's Home #
9. Date(s) & Hours of Event: (Remember: you *cannot* sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	11 Feb 2012	Saturday	5 pm	12 Midnight
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

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

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

11. This organization has been issued a special event license for 1 days this year, including this event (not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.

Name Globe Lions Club 100%
Percentage

Address

Name
Percentage

Address
(Attach additional sheet if necessary)

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

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

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

____ # Police ☐ Fencing
4 # Security personnel ☐ Barriers

Inside Exhibit Bldg only

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

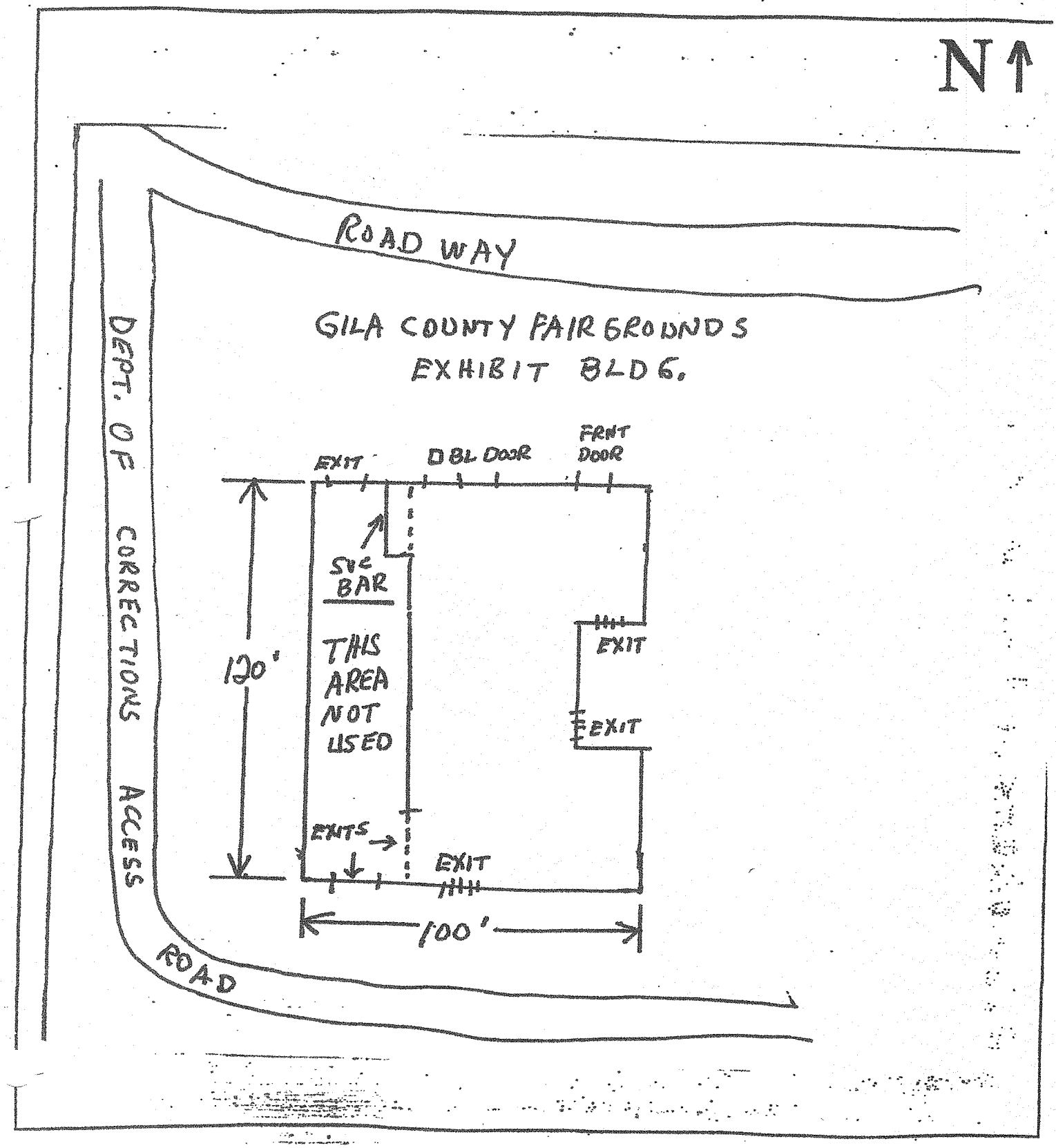
Name of Business ( ) Phone Number

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

see diagram

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

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



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

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

x Janet W Soto — Secretary — 3 Jan 12 — 928-402-0358
(Signature) (Title/Position) (Date) (Phone #)

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

State of AZ County of Gila
The foregoing instrument was acknowledged before me this
3rd day of January, 2012
Day of Month Month Year

My Commission expires on: 1-21-2014 Peggy Denise Cox

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

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

x Janet W Soto
(Signature)

State of AZ County of Gila
The foregoing instrument was acknowledged before me this
3rd day of January, 2012
Day of Month Month Year

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

My commission expires: 1-21-2014 Peggy Denise Cox
(Date) (Signature of NOTARY PUBLIC)

You must obtain local government approval, City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____, _____, hereby recommend this special event application
(Government Official) (Title)

behalf of _____, _____ _____
(City, Town or County) (Signature of OFFICIAL (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ _____
(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____
(Title) (Date)

ARF-1030 **5- H**

Regular BOS Meeting

Meeting Date: 01/24/2012

Reporting Period: Globe Regional Justice Court Monthly Report for November 2011

Submitted For: Mary Navarro

Submitted By: Mary Navarro, Justice Court Operations Mgr, Superior Court

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Information

Subject

Globe Regional Justice Court Monthly Report for November 2011

Suggested Motion

Approval of the November 2011 monthly departmental activity report submitted by the Globe Regional Justice Court.

Attachments

Globe Regional Justice Court monthly report for November 2011

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: NOV., 2011

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$14,517.22**
RECEIVED DURING THE MONTH	**$23,984.80**
DISBURSED DURING THE MONTH	**$5,338.00**
BALANCE AT THE END OF THE MONTH	**$37,164.02**

Justice of the Peace/Court Admin.

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

NOVEMBER, 2011 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ -	$ -	$ -
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 253.25	$ 12.67	$ 240.58
Domestic Violence Shelter Fund	ZDVSF		STATE	$ -	$ -	$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 1,722.02		$ 1,722.02
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 1,239.14		$ 1,239.14
Game and Fish - Wildlife	ZGF		STATE	$ -	$ -	$ -
Extra DUI Assessment $500	ZGFDU		STATE	$ 1,965.00	$ 98.25	$ 1,866.75
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 11.74	$ 0.59	$ 11.15
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Alternative Dispute Resolution	ZADR		T848-2061	$ 58.44	$ 2.93	$ 55.51
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Confidential Address Assessment - State Treasurer	ZCAA1			$ -	$ -	$ -
Confidential Address Assessment - Local	ZCAA2			$ -	$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 1,129.18		$ 1,129.18
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 5,824.97	$ 291.25	$ 5,533.72
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 770.00	$ 38.50	$ 731.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 687.28	$ 34.37	$ 652.91
DUI Abatement	ZDUIA		T889-2061	$ 104.03	$ 5.21	$ 98.82
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 436.75	$ 21.84	$ 414.91
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 18.65	$ 0.94	$ 17.71
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 1,481.23	$ 74.07	$ 1,407.16
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 12,186.96	$ 609.35	$ 11,577.61
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 750.10	$ 37.51	$ 712.59
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ -	$ -	$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 727.72		$ 727.72
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 194.47	$ 9.73	$ 184.74
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 1,351.49		$ 1,351.49
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 444.91	$ 22.25	$ 422.66
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 2,653.82		$ 2,653.82
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 199.41	$ 9.98	$ 189.43
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	$ 138.00		$ 138.00
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 92.00		$ 92.00
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	$ 64.46	$ 3.23	$ 61.23
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 239.20	$ 11.96	$ 227.24
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 1,641.37	$ 82.07	$ 1,559.30
2011 Additional Assessment - State Treasurer	ZOS1		T813-2061	$ 1,054.06	$ 52.71	$ 1,001.35
2011 Additional Assessment - County Treasurer	ZOS2		T930-2061	$ 131.77	$ 6.59	$ 125.18
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T931-2061	$ 4.91	$ 0.25	$ 4.66
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T932-2061	$ 57.93	$ 2.90	$ 55.03
Officer Safety Equipment - DPS (DPS)	ZOS5		T933-2061	$ 444.20	$ 22.21	$ 421.99
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T934-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T935-2061	$ 20.00	$ 1.00	$ 19.00
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T936-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T937-2061	$ -	$ -	$ -
Arizona Department of Insurance (ADOI)	ZOS15		T938-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T939-2061	$ -	$ -	$ -
Health and Human Services (HHS)	ZOS17		T940-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18		T941-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T942-2061	$ -	$ -	$ -
TriCity Fire Department (TRIFI)	ZOS20		T943-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23		T944-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T945-2061	$ -	$ -	$ -
Arizona Department of Liquor (ADL)	ZOS25		T946-2061	$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	T947-2061	$ 46.65	$ 2.34	$ 44.31
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 74.17	$ 3.71	$ 70.46
Prison Construction Fund	ZPCOF		T908-2061	$ 2,389.41	$ 119.48	$ 2,269.93
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 192.34	$ 9.62	$ 182.72
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 3,185.37	$ 159.27	$ 3,026.10
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 42.31	$ 2.12	$ 40.19
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	$ 206.43		$ 206.43
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	$ 2,598.02		$ 2,598.02
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 1,732.01		$ 1,732.01
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ -	$ -	$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

NOVEMBER, 2011 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ -	$ -	$ -
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				$ 48,565.17	$ 1,748.90	$ 46,816.27

TOTAL ADJUSTED BALANCE VERIFICATION	$ 46,816.27
TOTAL RESTITUTION RECEIVED	$ 1,002.84
TOTAL RECEIPTS THIS MONTH	$ 49,568.01

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
12/8/2011	6127	$ 5,079.64	ARIZONA STATE TREASURER
12/8/2011	6128	$ 43,485.53	GILA COUNTY TREASURER
		$ -	GILA COUNTY SHERIFF D.A.R.E.
		$ -	CITY POLICE SUSPENDED PLATES
		$ 48,565.17	TOTAL DISTRIBUTIONS THIS MONTH

I, Gary Goetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify to the best of my knowledge, information & belief that this is a true and correct account of funds collected by me for the month of November, 2011.

Justice of the Peace

Subscribed and Sworn to before me this 12th **day of** December**, 2011.**

Notary Public

My Commission Expires:

OFFICIAL SEAL
MARY E. MENDEZ
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires Dec. 12, 2011

ARF-1043 **5- I**

Regular BOS Meeting

Meeting Date: 01/24/2012

Reporting Period: Globe Regional Justice Court Monthly Report for December 2011

Submitted For: Mary Navarro

Submitted By: Mary Navarro, Justice Court Operations Mgr, Superior Court

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Information

Subject

Globe Regional Justice Court Monthly Report for December 2011

Suggested Motion

Approval of the December 2011 monthly departmental activity report submitted by the Globe Regional Justice Court.

Attachments

Globe Regional Justice Court Monthly Report 12/11

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: DECEMBER, 2011

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$37,164.02**
RECEIVED DURING THE MONTH	**$6,077.66**
DISBURSED DURING THE MONTH	**$30,970.22**
BALANCE AT THE END OF THE MONTH	**$12,271.46**

Justice of the Peace/Court Admin.

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

DECEMBER, 2011 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 60.24	$ 3.02	$ 57.22
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 667.90	$ 33.40	$ 634.50
Domestic Violence Shelter Fund	ZDVSF		STATE	$ -	$ -	$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 2,521.03		$ 2,521.03
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 2,252.30		$ 2,252.30
Game and Fish - Wildlife	ZGF		STATE	$ -	$ -	$ -
Extra DUI Assessment $500	ZGFDU		STATE	$ 1,990.01	$ 99.51	$ 1,890.50
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ 26.50	$ 1.33	$ 25.17
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ -	$ -	$ -
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Alternative Dispute Resolution	ZADR		T848-2061	$ 40.34	$ 2.02	$ 38.32
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Confidential Address Assessment - State Treasurer	ZCAA1			$ -	$ -	$ -
Confidential Address Assessment - Local	ZCAA2			$ -	$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 1,490.35		$ 1,490.35
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 7,240.02	$ 362.01	$ 6,878.01
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 1,050.00	$ 52.50	$ 997.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 946.37	$ 47.32	$ 899.05
DUI Abatement	ZDUIA		T889-2061	$ 84.09	$ 4.21	$ 79.88
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 301.54	$ 15.08	$ 286.46
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 78.48	$ 3.93	$ 74.55
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 840.04	$ 42.01	$ 798.03
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 14,668.67	$ 733.44	$ 13,935.23
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,036.41	$ 51.83	$ 984.58
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ 5.45	$ 0.28	$ 5.17
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 677.91		$ 677.91
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 134.10	$ 6.71	$ 127.39
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 1,259.75		$ 1,259.75
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 306.94	$ 15.35	$ 291.59
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 1,522.34		$ 1,522.34
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 301.52	$ 15.08	$ 286.44
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	$ 98.78		$ 98.78
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 65.84		$ 65.84
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	$ 345.00	$ 17.25	$ 327.75
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 347.04	$ 17.36	$ 329.68
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 2,309.02	$ 115.46	$ 2,193.56
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	$ 2,002.60	$ 100.13	$ 1,902.47
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	$ 250.33	$ 12.52	$ 237.81
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	$ 13.70	$ 0.69	$ 13.01
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	$ 115.83	$ 5.80	$ 110.03
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	$ 867.03	$ 43.36	$ 823.67
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	$ 4.00	$ 0.20	$ 3.80
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	$ -	$ -	$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	$ 0.70	$ 0.04	$ 0.66
Health and Human Services (HHS)	ZOS17		T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18		T942-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	$ -	$ -	$ -
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	$ -	$ -	$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10		$ 13.38	$ 0.67	$ 12.71
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 467.52	$ 23.38	$ 444.14
Prison Construction Fund	ZPCOF		T908-2061	$ 2,561.09	$ 128.06	$ 2,433.03
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 206.17	$ 10.31	$ 195.86
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 5,809.26	$ 290.46	$ 5,518.80
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 60.22	$ 3.02	$ 57.20
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	$ 205.71		$ 205.71
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	$ 2,665.31		$ 2,665.31
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 1,776.86		$ 1,776.86
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ -	$ -	$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

DECEMBER, 2011 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ -	$ -	$ -
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				$ 59,687.69	$ 2,257.74	$ 57,429.95

TOTAL ADJUSTED BALANCE VERIFICATION	$ 57,429.95
TOTAL RESTITUTION RECEIVED	$ 1,980.34
TOTAL RECEIPTS THIS MONTH	$ 61,668.03

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
1/5/2012	6201	$ 7,380.72	ARIZONA STATE TREASURER
1/5/2012	6202	$ 52,306.97	GILA COUNTY TREASURER
		$ -	GILA COUNTY SHERIFF D.A.R.E.
		$ -	CITY POLICE SUSPENDED PLATES
		$ 59,687.69	TOTAL DISTRIBUTIONS THIS MONTH

I, Gary Goetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify to the best of my knowledge, information & belief that is the true account of funds collected by me for the month of DECEMBER, 2011.

Justice of the Peace

Subscribed and Sworn to before me this _____ day of _____, 2011.

Notary Public

My Commission Expires: _____

ARF-1038 **5- J**

Regular BOS Meeting

Meeting Date: 01/24/2012

Reporting Period: Payson Regional Justice Court Monthly Report for December 2011

Submitted For: Dorothy Little

Submitted By: Dorothy Little, Justice of the Peace-Payson Region, Superior Court

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Information

Subject

Payson Regional Justice Court Monthly Report for December 2011

Suggested Motion

Approval of the December 2011 monthly departmental activity report submitted by the Payson Regional Justice Court.

Attachments

November 2011 statistics

November financial

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: November 2011

CRIMINAL TRAFFIC	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	99	9	131	239
Filed	13	1	9	23
Transferred In	0	0	0	0
SUBTOTAL	112	10	140	262
Transferred Out	0	0	0	0
Other Terminations	12	1	17	30
TOTAL TERMINATIONS	12	1	17	30
Statistical Correction	0	0	0	0
Pending End of Month	100	9	123	232

***A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.**

TRAFFIC FAILURE TO APPEAR**

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
195	0	0	195	0	2	2	0	193

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: **0** Criminal Traffic/FTA Jury Trials Held: **0**

CIVIL TRAFFIC

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Default Judg-ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
775	179	0	954	0	4	165	169	0	785

Civil Traffic Hearings Held: **3**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04
(Part of Civil Traffic Above)

Filed **52** Trans In **0** **TOTAL** **52**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404 **Page 2 Processing**

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: November 2011

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	584	38	0	**622**	0	79	79	*0*	**543**
Failure to Appear (Non-Traffic)	66	0	0	**66**	0	2	2	*0*	**64**
TOTAL	650	38	0	**688**	0	81	81	0	**607**

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **3** Misdemeanor/FTA Jury Trials Held: **0**

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
40	**2**	**0**	42	**0**	**4**	4	0	**38**

Felony Preliminary Hearings Held: **0** Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **114**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	**0**	**0**	0	**0**	0	**0**
Non-Parking	**0**	**0**	0	**0**	0	**0**
TOTAL	0	0	0	0	0	**0**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: November 2011

CIVIL COMPLAINTS

	Small Claims (a)	Forcible Detainer (b)	Other Civil (c)	TOTAL (d)
Pending 1st of Month	65	18	209	292
Filed	6	8	30	44
Transferred In	0	0	0	0
SUBTOTAL	71	26	239	336
Transferred Out	0	0	0	0
Other Terminations	2	9	37	48
TOTAL TERMINATIONS	2	9	37	48
Statistical Correction	0	0	0	0
Pending End of Month	69	17	202	288

Small Claims Hearings Held/Defaults: 0

Civil Court Trials Held: 4

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0

Civil Jury Trials Held: 0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	14	14	0	14
Harassment	11	9	2	11

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 2

Injunction Against: 0

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: 0

Fugitive Complaints Filed: 0

Juvenile Hearings Held: 0

Search Warrants Issued: 8

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404
County: PAYSON REGIONAL JUSTICE COURT
Report Month/Year: November 2011

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	**170**
Serious Violations	**9**
All Other Violations	**552**
TRAFFIC TOTAL	**731**

CRIMINAL WARRANTS OUTSTANDING

Felony	**140**
Misdemeanor	**763**
CRIMINAL TOTAL	**903**

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376

Signature of the Judge/Magistrate (or designee)

Dorothy D. Little
Name of Preparer

1-5-12
Date of Preparation

Printed: 01/05/12 01:18:59PM

PAYSON JUSTICE COURT TREASURER'S RECAP FY2012

NOVEMBER, 2011 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Alternative Dispute Resolution	ZADR		T848-2061	$ 59.68	$ 2.98	$ 56.70
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Attorney Fee Reimbursement	ZATT	1005.314-3350.00	X10501314004383	$ 121.60		$ 121.60
Confidential Address Assessment - State Treasurer	ZCAA1			$ -	$ -	$ -
Confidential Address Assessment - Local	ZCAA2			$ -	$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 1,357.01		$ 1,357.01
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 6,377.14	$ 318.86	$ 6,058.28
Defensive Driving Diversion Fee	ZDDS	1005.314-3400.90	X105-4609	$ 3,010.00	$ 150.50	$ 2,859.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 906.61	$ 45.33	$ 861.28
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 445.93	$ 22.30	$ 423.63
Base Fees (General Fund)	ZFEE	1005.314-3400.15	X105-4615	$ 1,470.89	$ 73.54	$ 1,397.35
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.314-3510.10	X105-4831	$ 11,818.03	$ 590.90	$ 11,227.13
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 949.93	$ 47.50	$ 902.43
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.314.3400.17	X10501314004861	$ -	$ -	$ -
Extra DUI Assessment $500	ZGFDU		T912-2061	$ 3,512.73	$ 175.64	$ 3,337.09
Judicial Collection Enhancement $7	ZJCL	4741.314-3400.15	X36001314004615	$ 511.00		$ 511.00
Judicial Collection Enhancement Local %	ZJCLF	4741.314-3400.15	X36001314004615	$ 198.48	$ 9.92	$ 188.56
Judicial Collection Enhancement $13	ZJCS		T818-2061	$ 949.00		$ 949.00
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 454.16	$ 22.71	$ 431.45
Jail (Incarceration) Fees	ZJF	1005.300-34000-3405.40	X10502340004651	$ 1,379.00		$ 1,379.00
Local Costs	ZLCL	1005.314-3510.10	X105-4831	$ -	$ -	$ -
Administrative Costs	ZMISC	1005.314-3400.99	X105-4886	$ 423.36	$ 21.17	$ 402.19
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 1,763.97	$ 88.20	$ 1,675.77
2011 Additional Assessment - State Treasurer	ZOS1			$ 806.60	$ 40.33	$ 766.27
2011 Additional Assessment - County Treasurer	ZOS2			$ 100.82	$ 5.04	$ 95.78
Officer Safety Equipment - City Police (CP)	ZOS3			$ 4.00	$ 0.20	$ 3.80
Officer Safety Equipment - Sheriff (SHF)	ZOS4			$ 208.69	$ 10.43	$ 198.26
Officer Safety Equipment - DPS (DPS)	ZOS5			$ 178.62	$ 8.93	$ 169.69
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6			$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7			$ 12.00	$ 0.60	$ 11.40
Officer Safety - Registrar of Contractors (ZRCA)	ZOS8			$ -	$ -	$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10			$ -	$ -	$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS14			$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.314-3510.10	X105-4831	$ 44.80	$ 2.24	$ 42.56
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ -	$ -	$ -
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 198.59	$ 9.93	$ 188.66
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 2,588.84	$ 129.44	$ 2,459.40
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 10.10	$ 0.51	$ 9.59
Reimbursement to County Attorney 60%	ZREIM	3544.301-3400.11	X18201301004777	$ 1,593.79		$ 1,593.79
Reimbursement to Superior Court 40%	ZREIM	4574.333-3400.16	X226333004864	$ 1,062.52		$ 1,062.52
Security Enhancement Fee (Local)	ZSECE			$ -	$ -	$ -
Warrant Fee (Local)	ZWAR	1005.314-3510.10	X105-4831	$ -	$ -	$ -
AZ Native Plant Fund	ZANP		STATE	$ -	$ -	$ -
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 33.18	$ 1.66	$ 31.52
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 1,153.52	$ 57.68	$ 1,095.84
DUI Abatement	ZDUIA		STATE	$ -	$ -	$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	$ -	$ -	$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 1,441.41		$ 1,441.41
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 1,003.57		$ 1,003.57
Game and Fish - Wildlife	ZGF		STATE	$ 100.00	$ 5.00	$ 95.00
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Prison Construction Fund	ZPCOF		STATE	$ 3,785.38	$ 189.27	$ 3,596.11
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
State Highway Fund	ZSHWY		STATE	$ 40.00	$ 2.00	$ 38.00
State Highway Work Zone Fund	ZSHWZ		STATE	$ 40.00	$ 2.00	$ 38.00
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 152.68	$ 7.63	$ 145.05
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ 628.87		$ 628.87
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ 300.00	$ 15.00	$ 285.00
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ 8.83	$ 0.44	$ 8.39
TOTALS				**$ 51,205.33**	**$ 2,057.88**	**$ 49,147.45**
					TOTAL ADJUSTED BALANCE VERIFICATION	**$ 49,147.45**

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
12/5/11	4504	**$ 42,798.57**	GILA COUNTY TREASURER
	4505	**$ 7,484.50**	ARIZONA STATE TREASURER
	4506	**$ 628.87**	GILA COUNTY BAD CHECK PROGRAM
	4507	**$ 285.00**	SHERIFF SUSPENDED PLATES AND HURF
	4508	**$ 8.39**	CITY POLICE SUSPENDED PLATES AND HURF
		$ 51,205.33	**TOTAL DISTRIBUTIONS THIS MONTH**

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for NOVEMBER, 2011.

_____

DOROTHY A. LITTLE
Gila County Justice of the Peace

ARF-1036 **5- K**

Regular BOS Meeting

Meeting Date: 01/24/2012

Reporting Period: Payson Regional Constable Monthly Report for December 2011

Submitted For: Colt White

Submitted By: Colt White, Payson Regional Constable, Constable - Payson

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Information

Subject

Payson Regional Constable Monthly Report for December 2011

Suggested Motion

Approval of the December 2011 monthly departmental activity report submitted by the Payson Regional Constable.

Attachments

Payson Regional Constable's Office Monthy Report for December, 2011

David Vaughn
Deputy Constable

Yvonne House
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

DECEMBER 2011
MONTHLY REPORT

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TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

David Vaughn
Deputy Constable

Yvonne House
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

01-03-12

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **December, 2011**, the Payson Regional Constable's Office:

- Received a total of **170** papers for service
- Drove a total of **2330** miles
- Collected a total of **$1,921.70** as follows:

Check Total	$1,396.00
Cash Total	525.70
Total Deposited	$1,921.70
Less Writ Fee (8 @ $5.00/each) Collected (Check #2283/Treasurer's Receipt #98330)	($ 40.00)
Constable Association Dues for 2012 Ck#2281 12-08-11	($ 255.00)
TNT Shredding Ck#2282 12-09-11	($ 55.00)
Checking account balance adjustment to $500.00 01-01-12	($ 346.00)
Paid to General Fund (Check #2284/Treasurer's Receipt #98329)	$1,225.70
Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	$ 875.00
Grand Total Paid to General Fund	**$2,100.70**

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

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
2010				2011			
JULY	227	1,574	$3,866.70	JULY	133	1,193	$2,708.00
AUGUST	175	1,938	$3,062.90	AUGUST	159	1,886	$2,193.28
SEPTEMBER	150	2,010	$2,702.90	SEPTEMBER	217	1,805	$2,410.45
OCTOBER	207	2,367	$2,507.40	OCTOBER	166	1,766	$2,668.20
NOVEMBER	182	1,867	$3,554.60	NOVEMBER	148	2,183	$2,018.40
DECEMBER	206	2,258	$2,770.85	DECEMBER	170	2,330	$2,100.70
COMPARISON TOTAL	1147	12,014	$18,465.35	COMPARISON TOTAL	993	11,163	$14,099.03
				Difference	-154	-851	-$4,366.32
2011				2012			
JANUARY2011	194	1,885	$3,337.42	JANUARY2012			
FEBRUARY	183	1,519	$3,123.40	FEBRUARY			
MARCH	218	2,000	$5,122.25	MARCH			
APRIL	132	1,657	$2,784.76	APRIL			
MAY	153	1,681	$2,984.40	MAY			
JUNE	159	1,634	$2,697.00	JUNE			
YEAR TOTAL:	2,186	22,390	$38,514.58	YEAR TOTAL:	993	11,163	$14,099.03

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
12/5/2011	#748427/3607	$46.00	2011CV793FD	Twin Lakes MHP/Coar, Robert	Bolcko, Ellen
12/6/2011	#748428	$40.00	2011CV795IH	Hatch, Randy	Schaff, Carol Jolene
12/6/2011	#748429/3725	$40.00	2011CV794OV	Kendall, Wyan & Beth	Tone & Son Electric LLC
12/7/2011	#748430	$71.70	CC2011237680000	Lilly, Joseph	Brandt, Barbara
12/7/2011	#748431	$56.00	FC2007071369	Chester, Warren	Franks, Laci
12/7/2011	#748432/2973	$46.00	2011CV799FD	Dorris, Bonnie	Poitevint, J. Robert
12/7/2011	#748433	$40.00	CV201100391	Triphahn, Craig	Montbleau, Sandy
12/7/2011	#19394685990	$40.00	CV2011051085	Wolfram, Rodger & D. Carla	Lowe-Driscoll, Heather
12/7/2011	#19394685990	$40.00	CV2011051085	Wolfram, Rodger & D. Carla	Lowe, Michael P.
12/7/2011	#10096	$69.00	CV201000482	Wells Fargo Bank (Best Messenger Services, LLC)	Cheney, Jon & Jane Doe
12/8/2011	#748434/5416	$69.00	2010CV888CV	Edwards, Nancy Walmart (Garnishee)	St. Ledger-Bayer, Debra
12/9/2011	#748435	$40.00	2011CV000808	Cristenson, Amber	Smith, Beth
12/12/2011	#748436/333	$40.00	2011CV809IH	Finnie, Janice L.	Schaff, Carol Jolene
12/12/2011	#1345	$60.00	DO201100423	Arrington, Cynthia (Cantor Law Group)	Arrington, Norman
12/12/2011	#748437/6729	$46.00	2011CV811FD	Olsen, Ted	Stewart, Melissa
12/13/2011	#11745	$40.00	CI11865	Underwood, Patrick J. & Barbara A, P&B Underwood Living Trust (AZ Quick Serve)	Ludtke, James G. Jr.
12/13/2011	#11746	$40.00	N/A	Arthur, Edna Ellen	Lerma, Nancy
12/14/2011	#748438/967	$46.00	2011CV816FD	Higgins, Curt	Urban, Sherry & Davis, Aaron
12/16/2011	#748439	$46.00	2011CV819FD	Villa, Flavio	Willhoite, Jason & Rose
12/16/2011	#748440/2013	$69.00	2010CV180SC	Payson Automotive Supply dba/Carquest	Ed's Tire & Auto; Bowman, Ed & June
12/19/2011	#1272	$88.00	CC2011210735	Kierland Greens Condos	Fowler, Stephen & Nancy Fowler Family Revocable Trust
12/20/2011	#748441/3714	$46.00	2011CV824FD	Prudential AZ Realty/Cliff Potts	Lootans, Beau & Brassick, Casey & any & all occupants
12/20/2011	#748442/7055	$74.00	DO201100546	Thellmann, Roy Allen	Thellmann, Christi Sue
12/21/2011	#748443	$40.00	2011CV830SC	Meredith, Greg	Hartman, Bob & Pixie
12/21/2011	#748444	$46.00	2011CV832FD	Canal Senior Apts.	Price, Penny
12/22/2011	#748445/bal due $20	$20.00	2011CV833IH	Harris, Debra	Coar, Bob
12/23/2011	#2248795148	$69.00	CV201000671	Equable Ascent Financial LLC (Lawgistic)	Bennett, Keith & Sue
12/23/2011	#748446/12526 & 12528	$56.00	DO2011-00456	Martin, Jessica	Beyer, Jonathan
12/27/2011	#9693	$74.00	11DR1392	Oakley, Sara Alyn	Oakley, Jack Thomas
12/27/2011	#2857	$40.00	CC2011248614SC	American First Financial LLC	Henderson, David

12/27/2011	#23777	$55.00	CC2011015984RC	Capital One Bank/Garnishee The Door Stop	Valenzuela, Javier A
12/27/2011	#24640	$14.00	CC2011015984RC	Capital One Bank/Garnishee The Door Stop	Valenzuela, Javier A
12/27/2011	#24798	$64.00	2011CV806OV	Payson Regional Medical Center (Priority One)	Tackett, Amanda LJ & "John Doe"
12/27/2011	#24809	$69.00	CV201100338	Capital one (Priority One)	Caldwell, Kathey Joyce
12/28/2011	#748447	$46.00	2011CV838FD	Oak Park Partners	Foster, Cal
12/29/2011	#748448	$56.00	DO201100438	Aguirre, Carlos	Dawes, Jacqueline
12/30/2011	#748449	$40.00	2011CV000847IH	Gibson, Billy	McEwan, Gregory
12/30/2011	#748450	$40.00	2011CV000849IH	Charon, Tracy	Staszak, Dawn
	Total Deposit for December 2011	**$1,921.70**			
	01/03/2012-Constable ck#2283 - Writ Fees Collected	**-$40.00**			
	12/08-2011 Ck#2281 AZ Constable Association 2012 Dues	**-$255.00**			
	12/09/11 Ck#2282 TNT Shredding	**-$55.00**			
	01/01/2012 Checking account balance adustment to $500.00	**-$346.00**			
	Adjusted Service Fees Collected for December 2011 01/03/2012 ck#2284	**$1,225.70**			

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

12/1/2011 TO 12/31/2011

Number of Cases	Description
3	Complaint/Summons/Answer (Fee)
4	Injunction Against Harassment (Fee Waived By Ct) (Fee)
7	Injunction Against Harassment (Fee)
1	Motion (Fee)
1	Notice of Claim (Fee)
1	Order To Appear (Fee)
1	Petition For Dissolution Of Marriage w/o Minor Children (Divorce) (Fee)
1	Petition For Dissolution Of Marriage-w/Minor Children (Divorce) (Fee)
1	Petition To Establish Child Custody & Parenting Time (Fee)
1	Petition To Establish Child Custody, Parenting Time & Child Support (Fee)
1	Petition To Modify Child Custody, Parenting Time & Child Support (Fee)
22	Summons & Complaint (Fee)
5	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
7	Summons & Complaint-Forcible Detainer (Fee)
1	Writ Of Execution (Fee)

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

12/1/2011 TO 12/31/2011

Number of Cases	Description
2	Writ Of Garnishment (Earnings) & Summons (Fee)
5	Writ Of Garnishment (Non-Earnings) & Summons (Fee)
5	Notice To Appear; Petition
11	Order Of Protection
1	Order To Show Cause
74	Subpoena
3	Subpoena Trial Reset
5	Summons
7	Summons & Complaint

Total Number of Fee Services	64
Total Number of Non Fee Services	106
Total Number of Services	170

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

12/1/2011 TO 12/31/2011

Date: 1/3/2012
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
12/1/2011	12/2/2011	CV201000671	Equable Ascent Financial, LLC	Desert Schools FCU, garnishee	Desert Schools FCU, Garnishee, c/o Yvonne Pierce , Branch Manager	$69.00	2248795148	Superior Court of Navajo	0
		Writ Of Garnishment (Non-Earnings) & Summons	Keith Bennett Sue Bennett	300 N. Beeline Highway Payson, AZ 85541	300 N. Beeline Highway Payson, AZ 85541	$69.00			1
12/5/2011	12/6/2011	2011CV793FD	Robert G. Coar, dba Twin Lakes MHP	Ellen Bolcko	Posted-front door	$46.00	748427/3607	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Ellen Bolcko	903 Granite Dells Road, #3 Payson, AZ 85541	903 Granite Dells Road, #3 Payson, AZ 85541	$46.00			1
12/5/2011	12/5/2011	2011CV000792	Louise Brownell	[redacted], minor c/o Francisco Preciado, father	Francisco Preciado	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	[redacted], minor c/o Francisco Preciado, father	119 E. Aero Drive Payson, AZ 85541	119 E. Aero Drive Payson, AZ 85541	$0.00			1
12/6/2011	12/6/2011	2011CV795IH	Randy Hatch	Jolene Schaff	Jo Ellen Vork	$40.00	748428	Payson Regional Justice Court	0
		Injunction Against Harassment	Jolene Schaff		501 W. Main Street, #C Payson, AZ 85541	$40.00			3
12/6/2011	12/7/2011	2011CV794OV	Wyman & Beth Kendall	Tone & Son Electric LLC, Anthony Phillips	Tone & Son Electric LLC, Anthony Phillips	$40.00	748429/3725	Payson Regional Justice Court	0
		Complaint/Summons/Answer	Tone & Son Electric LLC, Anthony Phillips	11 Hillside Drive Star Valley, AZ 85541	11 Hillside Drive Star Valley, AZ 85541	$40.00			1
12/7/2011	12/8/2011	CC201123768	Joseph Lilly	Barbara Brandt	Barbara Brandt	$71.70	748430	Trail Courts of Arizona Maricopa County	0
		Injunction Against Harassment	Barbara Brandt	9159 Cedar Drive Strawberry, AZ 85544	9159 Cedar Drive Strawberry, AZ 85544	$71.70			3
12/7/2011	12/7/2011	FC2007-071369	Laci Franks	Laci Franks	Laci Franks	$56.00	748431	Superior Court of Maricopa County	0
		Petition To Modify Child Custody, Parenting Time & Child Support	Warren Edward Chester	307 E. Bonita, Unit A Payson, AZ 85541	307 E. Bonita, Unit A Payson, AZ 85541	$56.00			2
12/7/2011	12/7/2011	2011CV799FD	Bonnie Dorris Duane Glover	J. Robert Poitevint	J. Robert Poitevint	$46.00	748432/2973	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	J. Robert Poitevint	705 Miller Road/Sherwood Forest Trailer Park Payson, AZ 85541	705 Miller Road/Sherwood Forest Trailer Park Payson, AZ 85541	$46.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

12/1/2011 TO 12/31/2011

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/7/2011	12/14/2011	CV201100391	Craig Triphahn	Sandra Montbleau	Melody Hrytz	$40.00	748433	Gila County Superior Court	0
		Summons & Complaint	Sandra Montbleau	407 W. Frontier Street Payson, AZ 85541	407 W. Frontier Street Payson, AZ 85541	$40.00			3
12/7/2011	12/15/2011	CV2011051085	Rodger K. Wolfram & D. Carla Wolfram	Heather M. Driscoll-Lowe	Unserved	$40.00	19394685990	Superior Court of Maricopa County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Heather M. Driscoll-Lowe	2810 E. Pinegate Court Payson, AZ 85541		$40.00			4
12/7/2011	12/12/2011	CV2011051085	Rodger K. Wolfram & D. Carla Wolfram	Michael P. Lowe, M.D.	Michael P. Lowe, M.D.	$40.00	19394685990	Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Michael P. Lowe, M.D.	Mountainview Family Medicine 122 E. Main Street Payson, AZ 85541	903 E. Hwy 260 Payson, AZ 85541	$40.00			1
12/8/2011	12/16/2011	CV201000482	Wells Fargo Bank, N.A.	National Bank Of Arizona, garnishee	National Bank Of Arizona, garnishee, c/o Jenny Scott, Branch Manager	$69.00	10096	Gila County Superior Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Jon Cheney	804 S. Beeline Highway Payson, AZ 85541	804 S. Beeline Highway Payson, AZ 85541	$69.00			1
12/8/2011	12/12/2011	2010CV888CV	Nancy C. Edwards	WalMart, Inc.	WalMart, Inc., LaVerna McCrum, Personnel Manager	$69.00	748434/5416	Payson Regional Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Debra Bayer St Ledger	300 N. Beeline Hwy Payson, AZ 85541	300 N. Beeline Hwy Payson, AZ 85541	$69.00			1
12/9/2011	12/9/2011	J-404-CV-2011000808	Amber Elizabeth Cristenson	Elizabeth B. Smith	Elizabeth B. Smith	$40.00	748436	Payson Regional Justice Court	0
		Injunction Against Harassment	Elizabeth B. Smith	808 E. Frontier Street Payson, AZ 85541	808 E. Frontier Street Payson, AZ 85541	$40.00			1
12/12/2011	12/12/2011	2011CV809IH	Janice Finnie	Jolene Schaff	Jo Ellen Vork	$40.00	748436/333	Payson Regional Justice Court	0
		Injunction Against Harassment	Jolene Schaff		501 W. Main Street, #C Payson, AZ 85541	$40.00			1
12/12/2011	12/12/2011	DO201100423	Cynthia Jane Arrington	Norman Duke Arrington	Norman Duke Arrington	$60.00	1345	Gila County Superior Court	0
		Order To Appear	Norman Duke Arrington	979 W. Beaver Flat Road Payson, AZ 85541	979 W. Beaver Flat Road Payson, AZ 85541	$60.00			1
12/12/2011	12/14/2011	2011CV811FD	Ted Olsen	Melissa Stewart	Melissa Stewart	$46.00	748437/6729	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Melissa Stewart	600 S. Ponderosa, #A Payson, AZ 85541	127 E. Main Street Payson, AZ 85541	$46.00			1
12/13/2011	12/14/2011	CI 11865	Patrick J. Underwood Barbara A. Underwood, P&B Underwood Living Trust	James G. Ludtke, Jr.	James G. Ludtke, Jr.	$40.00	11745	District Court of Buffalo County, Nebraska	0
		Summons & Complaint	James G. Ludtke, Jr.	311 S. Clark Road Payson, AZ 85541	311 S. Clark Road Payson, AZ 85541	$40.00			1
12/13/2011		N/A	Edna Ellen Arthur	Nancy Lerma		$40.00	11746		0
		Notice of Claim	Nancy Lerma	8291 W. Arthurs Hollow Payson, AZ 85541		$40.00			0

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

12/1/2011 TO 12/31/2011

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/14/2011	12/16/2011	2011CV816FD	Curt Higgins	Sherry Urban & Aaron Davis	Aaron Shane Davis	$46.00	748438/967	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Sherry Urban & Aaron Davis	207 W. Elm Payson, AZ 85541	207 W. Elm Payson, AZ 85541	$46.00			1
12/15/2011	12/19/2011	2011CV788OV	Riverwalk Holdings, Ltd., LP	Jacqueline A Lozano & "J. Doe" Lozano	Jacqueline A. Lozano	$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Jacqueline A Lozano & "J. Doe" Lozano	101 S. Overland Court Payson, AZ 85541	101 S. Overland Court Payson, AZ 85541	$0.00			1
12/15/2011	12/19/2011	2011CV788OV	Riverwalk Holdings, Ltd., LP	Henry David Lozano	Jacqueline A. Lozano	$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Jacqueline A Lozano & "J. Doe" Lozano	101 S. Overland Court Payson, AZ 85541	101 S. Overland Court Payson, AZ 85541	$0.00			1
12/15/2011	12/27/2011	2011CV789UN	Capital One Bank (USA), N.A.	Jeffrey M. Rushlow & "Jane Doe" Rushlow	Unserved	$108.00		Payson Regional Justice Court	0
		Summons & Complaint	Jeffrey M. Rushlow & "Jane Doe" Rushlow	712 S. Running Elk Road Payson, AZ 85541		$0.00			3
12/15/2011	12/27/2011	2011CV789UN	Capital One Bank (USA), N.A.	"Jane Doe" Rushlow	Unserved	$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Jeffrey M. Rushlow & "Jane Doe" Rushlow	712 S. Running Elk Road Payson, AZ 85541		$0.00			3
12/15/2011	12/19/2011	2011CV784OV	Capital One Bank (USA), N.A.	Patricia L. Landers & "John Doe" Landers	Patricia L. Landers	$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Patricia L. Landers & "John Doe" Landers	363 W. Round Valley Road Payson, AZ 85541	121 S. Tonto #43 Payson, AZ 85541	$0.00			3
12/15/2011	12/19/2011	2011CV784OV	Capital One Bank (USA), N.A.	David Landers	Patricia L. Landers	$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Patricia L. Landers & "John Doe" Landers	363 W. Round Valley Road Round Valley Payson, AZ 85541	121 S. Tonto #43 Payson, AZ 85541	$0.00			3
12/15/2011	12/19/2011	CV201100397	Equable Ascent Financial, LLC	Todd M. Hamblen & "Jane Doe" Hamblen	Terrie Hamblen	$60.00		Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Todd M. Hamblen & "Jane Doe" Hamblen	3958 N. Pine Ranch Road Pine, AZ 85544	3958 N. Pine Ranch Road Pine, AZ 85544	$0.00			1
12/15/2011	12/19/2011	CV201100397	Equable Ascent Financial, LLC	"Jane Doe" Hamblen	Terrie Hamblen	$24.00		Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Todd M. Hamblen & "Jane Doe" Hamblen	3958 N. Pine Ranch Road Pine, AZ 85544	3958 N. Pine Ranch Road Pine, AZ 85544	$0.00			1
12/15/2011		2011CV790OV	Capital One Bank (USA), N.A.	Helen D. Levario & "J. Doe" Levario		$40.00		Payson Justice Court	0
		Summons & Complaint	Helen D. Levario & "J. Doe" Levario	200 E. Frontier Street Payson, AZ 85541		$0.00			0
12/15/2011		2011CV790OV	Capital One Bank (USA), N.A.	"J. Doe" Levario		$24.00		Payson Justice Court	0
		Summons & Complaint	Helen D. Levario & "J. Doe" Levario	200 E. Frontier Street Payson, AZ 85541		$0.00			0

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12/15/2011	12/27/2011	2011CV791UN	Portfolio America Asset Mgnt, LLC of HSBC Card Services (III), Inc.	Susan E. Evans & "J. Doe" Evans	Unserved	$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Susan E. Evans & "J. Doe" Evans	8193 W. Apache Drive Payson, AZ 85541		$0.00			4
12/15/2011	12/27/2011	2011CV791UN	Portfolio America Asset Mgnt, LLC of HSBC Card Services (III), Inc.	"J. Doe" Evans	Unserved	$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Susan E. Evans & "J. Doe" Evans	8193 W. Apache Drive Payson, Az 85541		$0.00			4
12/15/2011	12/30/2011	2011CV783UN	Capital One Bank (USA), N.A.	Debra L. Bridschge & "J. Doe" Bridschge	Debra L. Bridschge	$40.00		Payson Regional Justice Court	0
		Summons & Complaint	Debra L. Bridschge & "J. Doe" Bridschge	110 W. Airport Road, Apt. 12 Payson, AZ 85541-3600	105 E. Main Street, #211 Payson, AZ 85541	$0.00			4
12/15/2011	12/30/2011	2011CV783UN	Capital One Bank (USA), N.A.	"J. Doe" Bridschge	Unserved	$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Debra L. Bridschge & "J. Doe" Bridschge	110 W. Airport Road, Apt. 12 Payson, AZ 85541-3600		$0.00			4
12/15/2011	12/27/2011	2011CV782UN	Capital One Bank (USA), N.A.	Lawrence M. Beck & "Jane Doe" Beck	Unserved	$69.60		Payson Regional Justice Court	0
		Summons & Complaint	Lawrence M. Beck & "Jane Doe" Beck	57560 N. AZ Highway 188, Spc 15 Payson, AZ 85541		$0.00			3
12/15/2011	12/27/2011	2011CV782UN	Capital One Bank (USA), N.A.	"J. Doe" Beck	Unserved	$24.00		Payson Regional Justice Court	0
		Summons & Complaint	Lawrence M. Beck & "Jane Doe" Beck	57560 N. AZ Highway 188, Spc 15 Payson, AZ 85541		$0.00			3
12/15/2011	12/16/2011	2011CV248UN	Capital One Bank (USA), N.A.	JPMorgan Chase Bank, N.A., Garnishee	JPMorgan Chase Bank, N.A., c/o Antonette Gay, Assistant Manager	$69.00		Payson Regional Justice Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Melanie Jo Reger	201 S. Beeline Highway Payson, AZ 85541	201 S. Beeline Highway Payson, AZ 85541	$0.00			1
12/15/2011		2011CV082-UN	Discover Bank	JPMorgan Chase Bank, N.A., Garnishee		$69.00		Payson Regional Justice Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Tabatha Lea Glinzak	201 S. Beeline Highway Payson, AZ 85541		$0.00			0
12/15/2011	12/15/2011	2011CV818IH	Roxell Rea Olsen	Brandy Nicole Olsen	Brandy Nicole Olsen	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Brandy Nicole Olsen	105 E. Main Street, #124 Payson, AZ 85541	105 E. Main Street, #124 Payson, AZ 85541	$0.00			1
12/16/2011	12/16/2011	2011CV819FD	Flavio Villa	Rose Willhoite & Jason Willhoite	Rose Willhoite	$46.00	748439	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Rose Willhoite & Jason Willhoite	500 N Granite Drive Payson, AZ 85541	500 N Granite Drive Payson, AZ 85541	$46.00			1

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12/16/2011	12/21/2011	2010CV180SC	Payson Automotive Supply & Equipment, Inc. dba Carquest Auto Parts	Ed's Tire and Auto,, Ed Bowman & June Bowman	Ed's Tire and Auto,, Ed Bowman & June Bowman	$69.00	748440/2013	Payson Regional Justice Court	0
		Writ Of Execution	Ed's Tire and Auto,, Ed Bowman & June Bowman	8169 W. Camino Real Mesa Del Payson, AZ 85541	8169 W. Camino Real Mesa Del Payson, AZ 85541	$69.00			1
12/19/2011	12/19/2011	2011CV822IH	Eileen Mitchell	Morgan Mueller	Morgan Mueller	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Morgan Mueller	905 S. McLane Road, #30 Payson, AZ 85541	101 S. Beeline Hwy Payson, AZ 85541	$0.00			3
12/19/2011	12/21/2011	DO201100546	Roy Allen Thellmann	Christi Thellmann	Christi Thellmann	$74.00	748442/7055	Superior Court of Navajo	0
		Petition For Dissolution Of Marriage-w/Minor Children (Divorce)	Christi Thellmann		107 E. SR Hwy 87 Payson, AZ 85541	$74.00			1
12/19/2011	12/28/2011	CC2011210735	Kierland Greens Condominium Council of Co-owners, Inc.	Fowler Family Revocable Trust	Stephen F. Fowler, Trustee, Fowler Family Revoc. Trust	$40.00	1272	Maricopa County-McDowell Mountain Justice Court	0
		Summons & Complaint	Fowler Family Revocable Trust	804 S. Montana Drive Payson, AZ 85541	804 S. Montana Drive Payson, AZ 85541	$40.00			3
12/19/2011	12/28/2011	CC2011210735	Kierland Greens Condominium Council of Co-owners, Inc.	Stephen F. Fowler, Trustee, Fowler Family Revoc. Trust	Stephen F. Fowler, Trustee, Fowler Family Revoc. Trust	$24.00	1272	Maricopa County-McDowell Mountain Justice Court	0
		Summons & Complaint	Stephen F. Fowler, Trustee, Fowler Family Revoc. Trust	804 S. Montana Drive Payson, AZ 85541	804 S. Montana Drive Payson, AZ 85541	$24.00			3
12/19/2011	12/28/2011	CC2011210735	Kierland Greens Condominium Council of Co-owners, Inc.	Nancy K. Fowler, Trustee, Fowler Family Revoc. Trust	Stephen F. Fowler, Trustee, Fowler Family Revoc. Trust	$24.00	1272	Maricopa County-McDowell Mountain Justice Court	0
		Summons & Complaint	Nancy K. Fowler, Trustee, Fowler Family Revoc. Trust	804 S. Montana Drive Payson, AZ 85541	804 S. Montana Drive Payson, AZ 85541	$24.00			2
12/20/2011	12/30/2011	2011CV823IH	Greg Gene Meredith	William Clifford Bumbalow	William Clifford Bumbalow	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	William Clifford Bumbalow		3696 E. Arizona Highway 260 Star Valley, AZ 85541	$0.00			8
12/20/2011	12/20/2011	2011CV824FD	Prudential Arizona Property Management c/o Cliff Potts	Beau Lootans Casey Brassick, & any & all occupants	Beau James Lootans	$46.00	748441/3714	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Beau Lootans Casey Brassick, & any & all occupants	107 E. McKamey Road Payson, AZ 85541	107 E. McKamey Road Payson, AZ 85541	$46.00			1
12/21/2011	12/23/2011	2011CV830SC	Greg Gene Meredith	Bob & Pixie Hardman	Pixie Hardman	$40.00	748443	Payson Justice Court	0
		Complaint/Summons/Answer	Bob & Pixie Hardman	311 S. Beeline Hwy Payson, AZ 85541	311 S. Beeline Hwy Payson, AZ 85541	$40.00			1

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12/21/2011	12/22/2011	2011CV832FD	Canal Senior Apartments, c/o, Dawn VanBuskirk , Property Manager	Penny Price	Penny Price	$46.00	748444	Payson Regional Justice Court	0
		Summons & Complaint	Penny Price	807 S. Westerly Road, #208 Payson, AZ 85541	807 S. Westerly Road, #208 Payson, AZ 85541	$46.00			1
12/22/2011	12/23/2011	2011CV833IH	Debra Harris	Robert G. Coar, dba Twin Lakes MHP	Robert G. Coar, dba Twin Lakes MHP	$40.00	748445	Payson Regional Justice Court	0
		Injunction Against Harassment	Robert G. Coar, dba Twin Lakes MHP	110 N. Hillcrest Drive Payson, AZ 85541	110 N. Hillcrest Drive Payson, AZ 85541	$20.00			3
12/23/2011		CV201100407	LVNV Funding, LLC	Gerald W. Wilson & "J. Doe" Wilson		$40.00		Gila County Superior Court	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Gerald W. Wilson & "J. Doe" Wilson	124 S. Union Park Drive Star Valley, AZ 85541-2585		$0.00			0
12/23/2011	12/23/2011	DO2011-00456	Jessica Marie Martin	Jonathan Beyer	Jonathan Beyer	$56.00	#748446/12526	Gila County Superior Court	0
		Petition To Establish Child Custody & Parenting Time	Jonathan Beyer	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$56.00			1
12/27/2011	12/28/2011	11DR1392	Sara Alyn Oakley	Jack Thomas Oakley	Jack Thomas Oakley	$74.00	9693	District Court, Mesa County, Colorado	0
		Petition For Dissolution Of Marriage w/o Minor Children (Divorce)	Jack Thomas Oakley	3933 E. Hwy 260, Space 191 Star Valley, AZ 85541	3933 E. Hwy 260, Space 191 Star Valley, AZ 85541	$74.00			1
12/27/2011	12/28/2011	CC2011248614SC	American First Financial, LLC	David Henderson	Unserved	$40.00	2857	North Valley Justice Court	0
		Complaint/Summons/Answer	David Henderson	114 S. Flint Road Star Valley, AZ 85541		$40.00			2
12/27/2011	12/28/2011	CC2011015984RC	Capital One Bank (USA), N.A.	Western Cabinet Doors, Inc., dba The Door Stop, garnishee c/o James E. Hill,, Statutory Agent	Western Cabinet Doors, Inc., Gary Hollenbeck, Production Manager	$69.00	23777	San Marcos Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Javier A. Valenzuela	910 N. Chenault Parkway Payson, AZ 85541	910 N. Chenault Parkway 910 N. Chenault Parkway Payson, AZ 85541	$69.00			2
12/27/2011		2011CV806OV	Payson Regional Medical Center	Amanda L.J. Tackett & "John Doe" Tackett		$40.00	24798	Payson Regional Justice Court	0
		Summons & Complaint	Amanda L.J. Tackett & "John Doe" Tackett	913 E. Wagon Wheel Circle Payson, AZ 85541		$40.00			0
12/27/2011		2011CV806OV	Payson Regional Medical Center	"John Doe" Tackett		$24.00	24798	Payson Regional Justice Court	0
		Summons & Complaint	Amanda L.J. Tackett & "John Doe" Tackett	913 E. Wagon Wheel Circle Payson, AZ 85541		$24.00			0
12/27/2011	12/30/2011	CV201100338	Capital One Bank (USA), NA c/o Burton Lipmann Law Group, P.C.	Wells Fargo Bank, N.A.	Wells Fargo Bank, John Raven, Asst. Branch Manager	$69.00	24809	Gila County Superior Court	0
		Writ Of Garnishment (Non-Earnings) & Summons	Kathy Joyce Caldwell	115 E. Highway 260 Payson, AZ 85541-4926	115 E. Hwy 260 Payson, AZ 85541	$69.00			1

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12/28/2011	12/28/2011	2011CV838FD	Oak Park Partners Attn: Jerold L. Miles	Cal Foster	Posted on West Door	$46.00	748447	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Cal Foster	1304 N. Beeline Highway #55 Payson, AZ 85541	1304 N. Beeline Highway, #55 Payson, AZ 85541	$46.00			1
12/29/2011	12/29/2011	DO2011-00438	Jacqueline A. Dawes	Jacqueline A. Dawes	Jacqueline A. Dawes	$56.00	748448/275	Gila County Superior Court	0
		Petition To Establish Child Custody, Parenting Time & Child Support	Carlos Aguirre	242 N. Snyder Way Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$56.00			1
12/30/2011	12/30/2011	2011CV000847-IH	Billy Slade Gibson	Gregory Lamont McEwan	Gregory Lamont McEwan	$40.00	748449	Payson Regional Justice Court	0
		Injunction Against Harassment	Gregory Lamont McEwan	1004 W. Rock Springs Circle Payson, AZ 85541	1004 W. Rock Springs Circle Payson, AZ 85541	$40.00			1
12/30/2011	12/30/2011	2011CV849IH	Tracy Charon	Dawn Staszak	Dawn Staszak	$40.00	748450	Payson Regional Justice Court	0
		Injunction Against Harassment	Dawn Staszak	177 Florence Place Payson, AZ 85541	177 Florence Place Payson, AZ 85541	$40.00			1

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Justice Court, Gila County
(928) 474-3844

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12/1/2011	12/2/2011	2011UD012007	State of Arizona	Town of Payson-Community Development Dept., Sean Tanner	Town of Payson-Community Development Dept., Sean Tanner	$0.00		Payson Magistrate Court	0
		Subpoena	Bruce VanCamp	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/1/2011	12/7/2011	CR2011-0586	State of Arizona	David Calvin Mignault	Unserved	$0.00		Gila County Superior Court	0
		Summons	David Calvin Mignault	609 S. Colcord Road, #26 Payson, AZ 85541		$0.00			7
12/1/2011	12/2/2011	CR2011-0531	State of Arizona	David Scott DeWall	Unserved	$0.00		Gila County Superior Court	0
		Summons	David Scott DeWall	904 N. Granite Drive Payson, AZ 85541		$0.00			1
12/2/2011	12/2/2011	2011CR000584	State of Arizona	Charles Wayne McLellan	Charles Wayne McLellan	$0.00		Payson Regional Justice Court	0
		Summons	Charles Wayne McLellan	76 W. Latigo Lane Star Valley, AZ 85541	76 W. Latigo Lane Star Valley, AZ 85541	$0.00			1
12/5/2011	12/5/2011	2011TR003105	State of Arizona	GCSO, Deputy Bylina	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Christopher DeLaCerda	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/5/2011	12/5/2011	2011TR901	State of Arizona	Payson Police Department, Ofc. J. Hazelo	PPD Dispatch	$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Brian Passwater	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/5/2011	12/5/2011	2011TR901	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Brian Passwater	DPS Clipboard-Payson ,	Payson DPS Office Payson, AZ 85541	$0.00			1
12/5/2011	12/5/2011	2011TR901	State of Arizona	GCSO, Deputy D. Newman	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Brian Passwater	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/5/2011	12/5/2011	2011TR901	State of Arizona	DPS Crime Lab, Andrea Buller, Criminalist	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Adam Brian Passwater	Department of Public Safety Crime Lab Phoenix, AZ	Payson DPS Office Payson, AZ 85541	$0.00			1

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12/5/2011	12/5/2011	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			1
12/5/2011	12/5/2011	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
12/5/2011	12/5/2011	2011CR12197	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Charles Adams Caler	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/6/2011	12/6/2011	2011CV796OP	Lynn Cazelet	Ganae Higley	Ganae Higley	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Ganae Higley	410 Mariposa Payson, AZ 85541	410 Mariposa Payson, AZ 85541	$0.00			3
12/6/2011	12/6/2011	2009CR12917	State of Arizona	Payson Police Department, Ofc. M. Hillegas	Payson Police Department, Ofc. M. Hillegas	$0.00		Payson Regional Justice Court	0
		Subpoena	Richard Madison Burt	303 N. Beeline Highway Payson, AZ 85541	104 W. Pinon Payson, AZ 85541	$0.00			1
12/7/2011	12/9/2011	2011CR000596	State of Arizona	Earl Arnold Lewis	Earl Arnold Lewis	$0.00		Payson Regional Justice Court	0
		Summons	Earl Arnold Lewis	133 Becca Lane Tonto Basin, AZ 85553	133 Becca Lane Tonto Basin, AZ 85553	$0.00			1
12/7/2011	12/9/2011	CR20110617	State of Arizona	Cary Monroe Lynn	Cary Monroe Lynn	$0.00		Gila County Superior Court	0
		Summons	Cary Monroe Lynn	1022 S. Cedarcrest Circle Payson, AZ 85541	1022 S. Cedarcrest Circle Payson, AZ 85541	$0.00			1
12/7/2011	12/9/2011	2011TR2011	State of Arizona	Carrol L. Izard	Carrol L. Izard	$0.00		Payson Regional Justice Court	0
		Subpoena	Dixie Lee Kevek	Highway 87 Mile Marker 87 Payson, AZ 85541	Highway 87 Mile Marker 87 Payson, AZ 85541	$0.00			1
12/7/2011	12/12/2011	2011TR2011	State of Arizona	Elizabeth Emerick	Elizabeth Emerick	$0.00		Payson Regional Justice Court	0
		Subpoena	Dixie Lee Kevek	Highway 87 Mile Marker 87 Payson, AZ 85541	Highway 87 Mile Marker 87 Payson, AZ 85541	$0.00			2
12/7/2011	12/9/2011	2011CR12386	State of Arizona	Erin Raelynn Marsh	Erin Raelynn Marsh	$0.00		Payson Magistrate Court	0
		Subpoena	Scott Michael Sullivan	6472 W. Woodland Walk Pine, AZ 85544	107 E. Bonita Street Payson, AZ 85541	$0.00			2
12/7/2011	12/8/2011	2011CR12386	State of Arizona	Raymond McKenzie	Raymond McKenzie	$0.00		Payson Magistrate Court	0
		Subpoena	Scott Michael Sullivan	402 E. Cherry Street Payson, AZ 85541	402 E. Cherry Street Payson, AZ 85541	$0.00			1
12/7/2011	12/9/2011	2011CR12353	State of Arizona	Robert Scott Elston	Robert Scott Elston	$0.00		Payson Magistrate Court	0
		Subpoena	Trina Elizabeth Burdick	706 E. Cherry Street Payson, AZ 85541	101 S. Beeline Hwy Payson, AZ 85541	$0.00			3
12/7/2011	12/9/2011	2011CR12389	State of Arizona	[redacted], minor c/o Maria T. Gray, parent	Maria T. Gray	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Albert Gray	308 E. Ridge Lane Payson, AZ 85541	308 E. Ridge Lane Payson, AZ 85541	$0.00			1

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12/7/2011	12/9/2011	2011CR12389	State of Arizona	[redacted], minor c/o Maria T. Gray, parent	Maria T. Gray	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Albert Gray	308 E. Ridge Lane Payson, AZ 85541	308 E. Ridge Lane Payson, AZ 85541	$0.00			1
12/7/2011	12/9/2011	2011CR12389	State of Arizona	Maria T. Gray	Maria T. Gray	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Albert Gray	308 E. Ridge Lane Payson, AZ 85541	308 E. Ridge Lane Payson, AZ 85541	$0.00			1
12/7/2011	12/9/2011	2011CR12361	State of Arizona	Eric James Hilgendorf	Eric James Hilgendorf	$0.00		Payson Magistrate Court	0
		Subpoena	Jaimee Kah Hilgendorf	2502 W. Bulla Drive Payson, AZ 85541	2502 W. Bulla Drive Payson, AZ 85541	$0.00			2
12/7/2011	12/8/2011	2011CR12353	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Payson Police Department, Ofc. J. Davies	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/7/2011	12/8/2011	2011CR12386	State of Arizona	Payson Police Department, Ofc. L. Ortiz	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Scott Michael Sullivan	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/7/2011	12/9/2011	2011CR12389	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Albert Gray	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/7/2011	12/9/2011	2011CR12361	State of Arizona	Payson Police Department, Ofc. Michael McAnerny	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Jaimee Kah Hilgendorf	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/7/2011	12/9/2011	2011CR12389	State of Arizona	PPD, Officer McDonough	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Albert Gray	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/7/2011	12/9/2011	2011TR012445	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena Trial Reset	William Sweatt	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/8/2011	12/12/2011	2011CR12236	State of Arizona	Richard Franklin Thiele, III	Richard Franklin Thiele, III	$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Allen Ramstedt	114 W. Elm Street Payson, AZ 85541	114 W. Elm Street Payson, AZ 85541	$0.00			2
12/8/2011	12/9/2011	2011CR12236	State of Arizona	Jessica Faye Thiele-Skousen	Unserved	$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Allen Ramstedt	1300 W. Longhorn Road Payson, AZ 85541		$0.00			2
12/8/2011	12/9/2011	2011CR12236	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Allen Ramstedt	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/8/2011	12/9/2011	2011CR12385	State of Arizona	Payson Police Department, Ofc. J. Deaton	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Christopher Shawn Lombardo	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1

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Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/8/2011	12/9/2011	2011CR12385	State of Arizona	Payson Police Department, Ofc. L. Ortiz	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Christopher Shawn Lombardo	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/9/2011	12/13/2011	2011CV752OP	Eugene Michael O'Neill	Amy Denise Wells	Unserved	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Amy Denise Wells			$0.00			6
12/9/2011	12/12/2011	2011CR525	State of Arizona	Victoria S. Mercer	Victoria S. Mercer	$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	44343 Highway 188 Tonto Basin, AZ 85553	44343 Highway 188 Tonto Basin, AZ 85553	$0.00			1
12/9/2011	12/12/2011	2011CR525	State of Arizona	Laura A. Schroeder	Laura A. Schroeder	$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	101 Rope Lane Tonto Basin, AZ 85545	270 Old Hwy 188 Tonto Basin, AZ 85545	$0.00			2
12/9/2011	12/12/2011	2011CR525	State of Arizona	Donald Haskell	Donald Haskell	$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	200 S. Old Highway 188, #37 Tonto Basin, AZ 85553	200 S. Old Highway 188, #37 Tonto Basin, AZ 85553	$0.00			1
12/9/2011	12/12/2011	2011CR525	State of Arizona	GCSO, Deputy G. Links	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/9/2011	12/12/2011	2011284	State of Arizona	William Hawkes	William Hawkes	$0.00		Gila County Superior Court	0
		Subpoena	David Lance Alley, Jr.	205 W. Bonita Payson, AZ 85541	3760 E. Hwy 260, #8 Star Valley, AZ 85541	$0.00			1
12/9/2011	12/12/2011	2011284	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	$0.00		Gila County Superior Court	0
		Subpoena	David Lance Alley, Jr.	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/9/2011	12/12/2011	2011284	State of Arizona	GCSO, Det. G. Ratliff	GCSO Clipboard	$0.00		Gila County Superior Court	0
		Subpoena	David Lance Alley, Jr.	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/9/2011	12/12/2011	2011284	State of Arizona	GCSO, Deputy R. Vaughn	GCSO Clipboard	$0.00		Gila County Superior Court	0
		Subpoena	David Lance Alley, Jr.	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/9/2011	12/12/2011	2011284	State of Arizona	GCSO, Dep. Rodney Cronk	GCSO, Dep. Rodney Cronk	$0.00		Gila County Superior Court	0
		Subpoena	David Lance Alley, Jr.	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/12/2011	12/19/2011	2011TC12044	State of Arizona	Lindsay Brooks	Lindsay Brooks	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Lindsay Brooks	8179 W. Camino Real Payson, AZ 85541	8179 W. Camino Real Payson, AZ 85541	$0.00			8
12/12/2011	12/16/2011	2011TC12046	State of Arizona	Brandy Reynolds	Brandy Reynolds	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Brandy Reynolds	609 E. Gila Lane Payson, AZ 85541	105 E. Main Street, #124 Payson, AZ 85541	$0.00			3
12/13/2011	12/14/2011	2011CR445	State of Arizona	David Jerome Rowland	Jolene Rowland	$0.00		Payson Regional Justice Court	0
		Order To Show Cause	David Jerome Rowland	700 W. Saddle Lane Payson, AZ 85541	700 W. Saddle Lane Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

12/1/2011 TO 12/31/2011

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/13/2011	12/14/2011	2011CR12203	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Brendalyn Sue Rose	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/13/2011	12/14/2011	2010-443	State of Arizona	Payson Police Department, Ofc. J. Hazelo	PPD Dispatch	$0.00		Gila County Superior Court	0
		Subpoena	Bonnie Lynn Huffman aka Bonnie Lynn McCraney	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/13/2011	12/14/2011	2011CR12203	State of Arizona	Jessica Renee Rose	Jessica Renee Rose	$0.00		Payson Magistrate Court	0
		Subpoena	Brendalyn Sue Rose	506 S. Mesquite Street Payson, AZ 85541	900 S. Beeline Hwy Payson, AZ 85541	$0.00			2
12/14/2011	12/14/2011	2011CV815OP	Cassie Sherrie Elizabeth Barnes	Kenny Gurnsey	Kenny Gurnsey	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Kenny Gurnsey	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
12/14/2011	12/16/2011	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
12/14/2011	12/16/2011	2011TR003220	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Douglas Jones	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/14/2011	12/16/2011	2011-284	State of Arizona	Tamela Hamilton	Unserved	$0.00		Gila County Superior Court	0
		Subpoena	David Lance Alley, Jr.	807 S. Ponderosa St Payson, AZ 85541		$0.00			1
12/14/2011	12/19/2011	2011-284	State of Arizona	Paul A. Budnick, M.D.	Paul A. Budnick, M.D.	$0.00		Gila County Superior Court	0
		Subpoena	David Lance Alley, Jr.	807 S. Ponderosa Street Payson, AZ 85541	807 S. Ponderosa Street Payson, AZ 85541	$0.00			2
12/14/2011	12/16/2011	2011-284	State of Arizona	Joseph Casperson, M.D.	Unserved	$0.00		Gila County Superior Court	0
		Subpoena	David Lance Alley, Jr.	807 S. Ponderosa Street Payson, AZ 85541		$0.00			1
12/14/2011	12/16/2011	2011-284	State of Arizona	Gila County Probation Department, David Jones	Gila County Probation Department Clipboard	$0.00		Gila County Superior Court	0
		Subpoena	David Lance Alley, Jr.	714 S. Beeline Highway Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	$0.00			1
12/14/2011	12/16/2011	2010-443	State of Arizona	Payson Police Department, Ofc. J. Hazelo	PPD Dispatch	$0.00		Gila County Superior Court	0
		Subpoena	Bonnie Lynn Huffman aka Bonnie Lynn McCraney	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/14/2011	12/16/2011	JV2011-138; Petition 2011-1	State of Arizona	[redacted] minor c/o Nicolas Isabelle, father	Jacqueline Drovin	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted], minor	6469 Pine Cone Trail Pine, AZ 85544	3886 N. 87 Hwy Pine, AZ 85544	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

12/1/2011 TO 12/31/2011

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/14/2011	12/16/2011	JV2011-136; Petition 2011-1	State of Arizona	[redacted] minor c/o Kim Garza	Kim Garza	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	3774 Ellison Drive Pine, AZ 85544	3774 Ellison Drive Pine, AZ 85544	$0.00			1
12/14/2011	12/19/2011	JV2011-137; Petition 2011-1	State of Arizona	[redacted] minor c/o Stephanie Byas, mother	Stephanie Byas	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted], minor	3750 N. Ellison Drive Pine, AZ 85544	3750 N. Ellison Drive Pine, AZ 85544	$0.00			2
12/19/2011	12/19/2011	2011CV821OP	David Bender	Justin T. English	Justin T. English	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Justin T. English	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/19/2011	12/23/2011	2011CR12353	State of Arizona	Robert Scott Elston	Robert Scott Elston	$0.00		Payson Magistrate Court	0
		Subpoena	Trina Elizabeth Burdick	706 E. Cherry Street Payson, AZ 85541	706 E. Cherry Street Payson, AZ 85541	$0.00			4
12/19/2011	12/19/2011	2011CR12353	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Trina Elizabeth Burdick	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/20/2011	12/23/2011	2011CV825OP	Jessica Marie Martin	Jonathan Beyer	Jonathan Beyer	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Jonathan Beyer	207 E. Aero Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			6
12/21/2011	12/21/2011	2011CV831OP	Beverly Garcia	Randal Wayne Beene	Randal Wayne Beene	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Randal Wayne Beene	1507 N. Wright Circle Payson, AZ 85541	1507 N. Wright Circle Payson, AZ 85541	$0.00			1
12/21/2011	12/23/2011	2011CR482	State of Arizona	Steven A. Culp	Steven A. Culp	$0.00		Payson Regional Justice Court	0
		Subpoena	James M. Richter	190 Cornerstone #21 Star Valley, AZ 85541	190 Cornerstone #21 Star Valley, AZ 85541	$0.00			1
12/21/2011	12/23/2011	2011TR012610	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Lourdes Lopez-Castano	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/21/2011	12/22/2011	2011TR003230	State of Arizona	GCSO, Deputy D. Hornung	GCSO, Deputy D. Hornung	$0.00		Payson Regional Justice Court	0
		Subpoena	Travis Wilson	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/21/2011	12/22/2011	2011CR482	State of Arizona	GCSO, Sgt. Craig Smith	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	James M. Richter	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/21/2011	12/22/2011	2011CR482	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	James M. Richter	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
12/21/2011	12/23/2011	2011CR12389	State of Arizona	PPD, Officer McDonough	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Albert Gray	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1

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12/1/2011 TO 12/31/2011

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/21/2011	12/23/2011	2011CR12389	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Dispatch	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Albert Gray	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
12/21/2011	12/27/2011	2011CR12389	State of Arizona	[redacted] minor c/o Maria T. Gray, parent	Maria T. Gray	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Albert Gray	308 E. Ridge Lane Payson, AZ 85541	308 E. Ridge Lane Payson, AZ 85541	$0.00			1
12/21/2011	12/27/2011	2011CR12389	State of Arizona	[redacted] minor c/o Maria T. Gray, parent	Maria T. Gray	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Albert Gray	308 E. Ridge Lane Payson, AZ 85541	308 E. Ridge Lane Payson, AZ 85541	$0.00			1
12/21/2011	12/27/2011	2011CR12389	State of Arizona	Maria T. Gray	Maria T. Gray	$0.00		Payson Magistrate Court	0
		Subpoena	Richard Albert Gray	308 E. Ridge Lane Payson, AZ 85541	308 E. Ridge Lane Payson, AZ 85541	$0.00			1
12/22/2011	12/27/2011	2011CR012501	State of Arizona	Sherry Urban	Sherry Urban	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Sherry Urban	207 W. Elm Street Payson, AZ 85541	207 W. Elm Street Payson, AZ 85541	$0.00			1
12/22/2011	12/28/2011	2011CR012500	State of Arizona	Steven Waters	Steven Waters	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Steven Waters	305 N. McLane Road, #F Payson, AZ 85541	100 W. Frontier Payson, AZ 85541	$0.00			3
12/22/2011	12/27/2011	2011CR012499	State of Arizona	Ricardo Talley	Ricardo Talley	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Ricardo Talley	101 S. Whiting Payson, AZ 85541	101 S. Whiting Payson, AZ 85541	$0.00			1
12/22/2011		2011CR012498	Darrell Shicky	Darrell Shicky		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Darrell Shicky	212 W. Wade Lane Payson, AZ 85541		$0.00			0
12/22/2011	12/27/2011	2011TR012646	State of Arizona	Justin Schulz	Otto Schulz	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Justin Schulz	72 E. Arena Drive Star Valley, AZ 85541	72 E. Arena Drive Star Valley, AZ 85541	$0.00			1
12/22/2011	12/27/2011	2011TR002902	State of Arizona	Department of Public Safety, Ofc. T. Harold	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena Trial Reset	Ernest Bennett	Department of Public Safety 201 N. Colcord Road Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
12/23/2011	12/27/2011	JV2006-107	State of Arizona	[redacted] minor c/o Kim Beasley & Darrell Beasley, parents	Darrell Beasley	$0.00		Gila County Superior Court	0
		Subpoena	[redacted], minor	3810 N. Anvil Road Pine, AZ 85544	108 N. Lakeshore Road Payson, AZ 85541	$0.00			2
12/23/2011	12/23/2011	JV2006-107	State of Arizona	Gila County Probation Dept., Michael Snively	Gila County Probation Department Clipboard	$0.00		Gila County Superior Court	0
		Subpoena	[redacted], minor	Constable's Office 108 W. Main Street Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	$0.00			1
12/23/2011	12/23/2011	JV2006-107	State of Arizona	PPD, Officer McDonough	PPD Dispatch	$0.00		Gila County Superior Court	0
		Subpoena	[redacted], minor	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

12/1/2011 TO 12/31/2011

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/27/2011	12/27/2011	DO2011-00854	Adam Dale Merrick	Robert Edward Houston, Jr.	Robert Edward Houston, Jr.	$0.00		Mohave County Superior Court	0
		Order Of Protection	Robert Edward Houston, Jr.	521 S. McLane Payson, AZ 85541	521 S. McLane Payson, AZ 85541	$0.00			1
12/28/2011	12/28/2011	2011CV839OP	Tammy McClellan	Michael Black	Michael Black	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Michael Black	3760 E. Hwy 260, #18 Star Valley, AZ 85541	3760 E. Hwy 260, #18 Star Valley, AZ 85541	$0.00			3
12/28/2011		2011CR504	State of Arizona	Beth Ann Kendall		$0.00		Payson Regional Justice Court	0
		Subpoena	William Hawkes	103 S. Walters Lane Star Valley, AZ 85541		$0.00			0
12/28/2011		2011CR504	State of Arizona	Kathleen Knauff		$0.00		Payson Regional Justice Court	0
		Subpoena	William Hawkes	812 S. McLane Road Payson, AZ 85541		$0.00			0
12/28/2011	12/30/2011	2011CR504	State of Arizona	Forrest Miller	Forrest Miller	$0.00		Payson Regional Justice Court	0
		Subpoena	Forrest Miller	107 W. Frontier Street Payson, AZ 85541	510 E. Wade Payson, AZ 85541	$0.00			1
12/28/2011	12/28/2011	2011CV840OP	Barbara Jean Trowbridge	Cary Monroe Lynn	Cary Monroe Lynn	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Cary Monroe Lynn	1022 S. Cedarcrest Circle Payson, AZ 85541	208 W. Wade Payson, AZ 85541	$0.00			1
12/29/2011	12/29/2011	2011CV699	Justin Reese Blasingame	Hoyt Kenmore	Hoyt Kenmore	$0.00		Gilbert Municipal Court	0
		Order Of Protection	Hoyt Kenmore	820 N. Ponderosa Circle Payson, AZ 85541	820 N. Ponderosa Circle Payson, AZ 85541	$0.00			1
12/29/2011	12/29/2011	2011CV845	Jacqueline A. Dawes	Carlos Aguirre	Carlos Aguirre	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Carlos Aguirre	1100 Remuda Way Payson, AZ 85541	804 S. SR87 Payson, AZ 85541	$0.00			1
12/29/2011	12/30/2011	JV2007-160 Petition 2011-1	State of Arizona	[redacted], minor c/o Tina Frost, mother	Tina Frost	$0.00		Gila County Juvenile Court	0
		Notice To Appear; Petition	[redacted] Minor	3760 E. Hwy 260 #4 Star Valley, AZ 85541	3760 E. Hwy 260, #4 Star Valley, AZ 85541	$0.00			1
12/29/2011		JV2011-00142; Petition 2011-1	State of Arizona	[redacted] minor c/o Courtney Lee, parent		$0.00		Gila County Superior Court	0
		Notice To Appear; Petition	[redacted], minor	703 E. Frontier Street, #29 Payson, AZ 85541		$0.00			0
12/30/2011	1/3/2012	2011CR12203	State of Arizona	Barry Standifird	Barry Standifird	$0.00		Payson Magistrate Court	0
		Subpoena	Brendalyn Sue Rose	200 W. Frontier Street Payson, AZ 85541	714 S. Beeline Hwy Payson, AZ 85541	$0.00			1
12/30/2011	1/3/2012	2011CR12203	State of Arizona	Gila County Probation Dept., Cindy Romance	Gila County Probation Department Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Brendalyn Sue Rose	714 S. Beeline Hwy Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	$0.00			1
12/30/2011		2011CR12480	State of Arizona	Lorie Ann Jeffries		$0.00		Payson Magistrate Court	0
		Subpoena	Melvin Bruce Monroe	607 S. Beeline Hwy #6 Payson, AZ 85541		$0.00			0
12/30/2011		2011CR12480	State of Arizona	John Edward Watson		$0.00		Payson Magistrate Court	0
		Subpoena	Melvin Bruce Monroe	607 S. Beeline Hwy #6 Payson, AZ 85541		$0.00			0

ITEMIZED SERVICES by DATE RECEIVED

12/1/2011 TO 12/31/2011

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
12/30/2011		2011CR12480	State of Arizona	Payson Police Department, Ofc. L. Ortiz		$0.00		Payson Magistrate Court	0
		Subpoena	Melvin Bruce Monroe	303 N. Beeline Highway Payson, AZ 85541		$0.00			0
12/30/2011		2011CR12373	State of Arizona	Payson Police Department, Ofc. J. Meredith		$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Charles Porter	303 N. Beeline Highway Payson, AZ 85541		$0.00			0
12/30/2011		2011CR12373	State of Arizona	Payson Police Department, Ofc. M. Zimmerman		$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Charles Porter	303 N. Beeline Highway Payson, AZ 85541		$0.00			0
12/30/2011		2011CR12373	State of Arizona	Catherine Rose Ottinger		$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Charles Porter	610 W. Barnum Circle Payson, AZ 85541		$0.00			0
12/30/2011		2011CR12373	State of Arizona	Amy Michelle Gordon-Pantenburg		$0.00		Payson Magistrate Court	0
		Subpoena	Gregory Charles Porter	608 W. Barnum Circle Payson, AZ 85541		$0.00			0

MILEAGE FOR THE MONTH December 2011

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
12/1	194		X	
12/2	31		73	
12/5	33		39	
12/6	42		X	
12/7	40		80	
12/8	68		X	
12/9	42		112	
12/12	53		114	
12/13	43		X	
12/14	163		62	
12/15	44		X	
12/16	X		95	
12/19	54		122	
12/20	40		X	
12/21	50		100	
12/22	53		X	
12/23	52		58	
12/26	X		X	
12/27	39		147	
12/28	52		58	
12/29	45		X	
12/30	36		96	
DAYS	**1174**		**1156**	

Total Miles Driven By The Constable's Office **2330** **Month** **2011**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 01-03-12

GRANT #

DEPOSIT TO FUND GILA COUNTY TREASURER FUND #

REMITTING DEPT PAYSON REGIONAL CONSTABLE'S OFFICE (PRCO)

SERVICE RENDERED SERVICE FEES COLLECTED FOR THE MONTH of DEC, 2011

Account Code	Revenue Description	Amount	
1005-324-3405.80	SERVICE FEES COLLECTED 12-01-11 THRU	1225	70
X-1005-01-32400-4614	12-31-11		
	CK#2284 01-03-12		
		1225	70

Authorized Signature 3230 Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By Date

TREASURER

98329

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2284
91-527/1221 6128
0703680454

DATE 1/3/2012

PAY TO THE ORDER OF Gila County Treasurer $ 1,225.70

one thousand two hundred twenty-five + 70/100 DOLLARS

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

FOR Service fees collected for month Dec. 2011 3230

MP

⑈0000002284⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 01-03-12

GRANT #

DEPOSIT TO FUND GILA COUNTY TREASURER FUND #

REMITTING DEPT PAYSON REGIONAL CONSTABLE'S OFFICE (PRCO)

SERVICE RENDERED CONSTABLE'S ETHICS, STANDARDS + TRAINING BOARD - WRIT FEES COLLECTED.

Account Code	Revenue Description	Amount
T-9162001	CESTB - WRIT FEES COLLECTED	40 —
	FOR DEC, 2011	
	8 @ $5.00 EA	
	CK #2283 01-03-12	
		40 —

Authorized Signature 5270 Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By Date

TREASURER

98330

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2283
91-527/1221 6128
0703680454

DATE 1/3/2012

PAY TO THE ORDER OF Gila County Treasurer $ 40.00

Forty + no/100 DOLLARS

Security Features Details on Back

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

FOR Writ fees collected - Dec - 2011 5270 MP

⑈0000002283⑈ ⑆122105278⑆ 0703680454⑈

ARF-1039 **5- L**

Regular BOS Meeting

Meeting Date: 01/24/2012

Reporting Period: Recorder's Office Monthly Report for November 2011

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton, Recorder, Recorder's Office

Information

Subject

Recorder's Office Monthly Report for November 2011.

Suggested Motion

Approval of the November 2011 monthly departmental activity report submitted by the Recorder's Office.

Attachments

Recorder's Office Monthly Report for November 2011

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF NOVEMBER 2011

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Tomerlin Dalton, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED
100763 DEC 19

DATE December 15, 2011

DEPOSIT TO FUND General Fund Number 1005/105

REMITTING DEPT Recorder's (120)

FOR PERIOD November 2011

Account Code	Revenue Description	Amount
1005-120-3400-99	105.01.120.4612 Recorders Fee	10,742.49
7143-120-3400-99	554.01.120.477~~3~~4 Assessors Storage	3880.00
7145-120-3400-99	555.01.120.477~~1~~5 Recorders Storage	4312.00
7146-120-3400-99	556.01.120.~~4776~~ 4612 County Mine Fees	3.00
7147-120-3400-99	557.01.120.~~4774~~ 4612 Computer Services	961.43
		19,898.92

Authorized Signature Dawn M. Chelelez Title Chief Deputy Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	19898.92
Total	19898.92

TREASURER By Dcoy Date 12/19/11

70131

Bank Deposit Summary, From 11/1/11 12:00 AM To 11/30/11 11:59 PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Nov 1, 2011 10:23:00 AM	2114	B	globe 10/31	$256.00 10-31-2011
Nov 1, 2011 4:56:46 PM	2115	B	Globe	$218.00
Nov 1, 2011 4:56:46 PM	2116	B	Payson	$166.00
Nov 2, 2011 4:54:02 PM	2117	B	Payson	$98.00
Nov 2, 2011 4:57:52 PM	2118	B	GLOBE 11/2	$339.00
Nov 3, 2011 8:42:20 AM	2120	B	Globe	$345.43
Nov 3, 2011 4:53:46 PM	2119	B	Payson	$16.00
Nov 4, 2011 8:19:34 AM	2121	B	Globe	$539.00
Nov 7, 2011 8:32:02 AM	2122	B	Globe	$412.00
Nov 8, 2011 4:58:13 PM	2123	B	Globe	$114.00
Nov 8, 2011 4:58:13 PM	2124	B	Payson	$107.00
Nov 9, 2011 4:52:42 PM	2125	B	Payson	$109.00
Nov 9, 2011 5:00:37 PM	2126	B	Globe 11/09	$312.00
Nov 10, 2011 5:02:41 PM	2127	B	payson 11/10	$14.00
Nov 10, 2011 5:05:44 PM	2128	B	GLOBE	$933.00
Nov 14, 2011 4:43:42 PM	2129	B	Payson 11-14	$17.00
Nov 14, 2011 5:00:33 PM	2130	B	Globe	$539.00
Nov 15, 2011 4:57:10 PM	2131	B	Globe	$212.00
Nov 15, 2011 4:57:10 PM	2132	B	Payson	$89.00
Nov 16, 2011 8:11:32 AM	2135	B	Globe	$513.00
Nov 16, 2011 4:54:32 PM	2134	B	Payson 11/16/11	$32.00
Nov 17, 2011 8:33:50 AM	2137	B	Globe	$411.50
Nov 17, 2011 5:02:48 PM	2136	B	Payson 11/17/11	$56.00
Nov 18, 2011 2:48:43 PM	2139	B	Globe	$326.00
Nov 18, 2011 5:12:46 PM	2138	B	Payson 11/18/11	$116.00
Nov 21, 2011 7:54:59 AM	2141	B	Payson	$0.00
Nov 21, 2011 4:59:29 PM	2140	B	Globe	$7,810.00
Nov 22, 2011 8:09:54 AM	2143	B	Globe	$115.00
Nov 22, 2011 5:05:41 PM	2142	B	Payson 11/22/11	$120.00
Nov 23, 2011 4:51:58 PM	2144	B	Payson 11/23/11	$26.00
Nov 23, 2011 4:53:12 PM	2145	B	globe 11/23	$279.00
Nov 28, 2011 8:09:27 AM	2147	B	Globe	$638.00
Nov 28, 2011 5:51:45 PM	2146	B	Payson 11/28/11	$99.00
Nov 29, 2011 9:39:44 AM	2149	B	Globe	$297.00
Nov 29, 2011 5:17:03 PM	2148	B	Payson 11/29/11	$102.00
Nov 30, 2011 10:23:40 AM	2151	B	Globe	$333.00
Nov 30, 2011 4:58:21 PM	2150	B	Payson 11/30/11	$107.00
			Total	$16,215.93

[illegible] 10-31-11

15959.93

MONTHLY ACTIVITY REPORT - November

DATE	AMT PAID	1005	7143	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
11/1/2011	384.00	518.00	200.00	200.00	0.00	0.00	945.00	534.00	918.00
11/2/2011	437.00	520.00	220.00	220.00	0.00	0.00	231.00	523.00	960.00
11/3/2011	361.43	371.00	164.00	184.00	0.00	51.43	112.00	409.00	770.43
11/4/2011	539.00	557.00	136.00	292.00	0.00	0.00	85.00	446.00	985.00
11/7/2011	412.00	524.00	224.00	224.00	0.00	0.00	169.00	560.00	972.00
11/8/2011	221.00	188.00	88.00	88.00	0.00	0.00	450.00	143.00	364.00
11/9/2011	421.00	466.00	192.00	192.00	5.00	0.00	42.00	434.00	855.00
11/10/2011	947.00	903.60	248.00	248.00	0.00	650.00	379.00	1352.60	2049.60
11/14/2011	556.00	692.00	296.00	304.00	0.00	0.00	193.00	736.00	1292.00
11/15/2011	301.00	383.00	164.00	164.00	10.00	0.00	316.00	420.00	721.00
11/16/2011	545.00	625.00	188.00	196.00	0.00	0.00	112.00	464.00	1009.00
11/17/2011	467.50	497.50	164.00	164.00	0.00	0.00	71.00	358.00	825.50
11/18/2011	442.00	500.00	216.00	216.00	0.00	0.00	57.00	490.00	932.00
11/21/2011	7810.00	710.00	216.00	456.00	0.00	0.00	7093.00	572.00	1382.00
11/22/2011	235.00	412.00	188.00	188.00	0.00	0.00	240.00	553.00	788.00
11/23/2011	305.00	567.80	200.00	200.00	0.00	260.00	146.00	922.80	1227.80
11/28/2011	737.00	725.00	348.00	348.00	0.00	0.00	128.00	684.00	1421.00
11/29/2011	399.00	534.00	208.00	208.00	0.00	0.00	228.00	551.00	950.00
11/30/2011	440.00	516.00	220.00	220.00	0.00	0.00	221.00	516.00	956.00
TOTAL	15,959.93	10209.90	3,880.00	4,312.00	15.00	961.43	11,218.00	10,668.40	19,378.33

Receipt Listing
From 11/1/11 12:00 AM To 11/30/11 11:59 PM

11-7451	Nov 30, 2011 3:26:50 PM		$13.00
11-7452	Nov 30, 2011 3:36:02 PM		$14.00
11-7453	Nov 30, 2011 3:56:36 PM		$42.00
11-7454	Nov 30, 2011 4:02:19 PM		$17.00
11-7455	Nov 30, 2011 4:05:03 PM		$17.00
11-7456	Nov 30, 2011 4:11:15 PM		$56.00
11-7457	Nov 30, 2011 4:13:24 PM		$28.00
		Total	**$30,596.33**

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$7,357.40	($7,250.00)	$107.40
Cash	Cash/Check	$15,959.93	$0.00	$15,959.93
D-1005-120-01-4612-003	Postage(deferred)	$0.00	($15.00)	($15.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	$0.00	($47.00)	($47.00)
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	$0.00	($60.00)	($60.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$0.00	($60.00)	($60.00)
ETransfer	Electronic Transfers	$3,968.00	$0.00	$3,968.00
	Total	**$27,285.33**	**($7,432.00)**	**$19,853.33**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$182.00	$0.00	$182.00
	Total	**$182.00**	**$0.00**	**$182.00**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($925.50)	($925.50)
1005-120-01-4612-002	Certified Seal	$0.00	($24.00)	($24.00)
1005-120-01-4612-003	Postage	$0.00	($1,011.40)	($1,011.40)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($310.00)	($310.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($249.00)	($249.00)
1005-120-01-4612-012	Overpayment	$0.00	($54.00)	($54.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($40.00)	($40.00)
1005-120-01-4612-023	Recording Fee	$0.00	($7,441.00)	($7,441.00)
1005-120-01-4612-026	Refunds	$0.00	($18.00)	($18.00)
1005-120-01-4612-027	Fax	$0.00	($75.00)	($75.00)
7143-120-01-4777-031	Assessor Surcharge	$0.00	($3,820.00)	($3,820.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($4,252.00)	($4,252.00)
7146-120-01-4612	Mining Fees	$0.00	($3.00)	($3.00)
7146-120-01-4776-009	State Mining Fees	$0.00	($12.00)	($12.00)
7147-120-01-4612-013	Microfiche	$0.00	($3.00)	($3.00)
7147-120-01-4612-018	Voter	$0.00	($48.43)	($48.43)
7147-120-01-4774-031	Miscellaneous	$0.00	($910.00)	($910.00)
eRecording	eRecording	$3,129.00	($3,968.00)	($839.00)
	Total	**$3,129.00**	**($23,164.33)**	**($20,035.33)**
	Total	**$30,596.33**	**($30,596.33)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$15,959.93	$0.00	$15,959.93
	Range Total	**$15,959.93**	**$0.00**	**$15,959.93**

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	0.00	23,288.46
Nov	1,147	4,312	10,742.49	961.43	3,880	3.00	19,898.92
Dec							0.00
Jan							0.00
Feb							0.00
Mar							0.00
Apr							0.00
May							0.00
June							0.00
Total	**5,792**	**21,360**	**63,775.25**	**6,162.99**	**19,760**	**38.00**	**111,096.24**

Fiscal Year All Monies **111,096.24**

	A	B	C	D	E	F
1		GILA COUNTY RECORDER				
2						
3		REPORT FOR		NOV 2011		
4						
5	**SECTION I**		**CREDIT**	**DEBIT**	**TOTAL**	EXPLANATION
6	1005 (GENERAL FUND)	**PAID INTO SUSPENSE ACCT**	$11,218.00		$0.00	
7		**PAID OUT OF SUSPENSE ACCT**		$10,668.40	$0.00	
8		**RECORDING FEES**	$10,209.90	$0.00	$0.00	
9		**REFUNDS-EXCESS FEES**	$0.00	$18.00	$18.00	
10		**INTEREST PD TO ACCT**	$0.99	$0.00	$0.99	
11				$0.00		
12	**TOTAL 1005 FUNDS**		$21,428.89	$10,686.40	$10,742.49	
13						
14	**SECTION II**					
15		**7143 FUND (ASSESSOR)**	$3,880.00	$0.00	$3,880.00	
16		**7145 FUND (RECORDER)**	$4,312.00	$0.00	$4,312.00	
17		**7146 FUND (MINING - 80% STATE TREAS)**	$12.00	$12.00	$12.00	
18		**7146 FUND (MINING - 20% RECORDER)**	$3.00	$0.00	$3.00	
19		**7147 FUND (COMPUTER SVCS)**	$961.43	$0.00	$961.43	
20	TOTAL SEC II FUNDS		$9,168.43	$12.00	$9,156.43	
21						
22	**COMBINED TOTALS - TOTAL FEES COLLECTED**		$30,597.32	$10,698.40	$19,898.92	
23						
24						

House Account Summary

Gila County AZ Recorder

For the Period of 11/01/2011 - 11/30/2011

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($205.00)	$18.00	$0.00	($187.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($8.57)	$0.00	$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	($247.00)	$0.00	$0.00	($247.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($117.00)	$67.00	$0.00	($50.00)
AWC	ARIZONA WATER COMPANY	($250.00)	$0.00	$0.00	($250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	$0.00	$86.00	$0.00	$86.00
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	($55.80)	$46.80	($250.00)	($259.00)
EXCEL	EXCEL DOCUMENT SERVICES	($187.00)	$0.00	$0.00	($187.00)
FARES	First American Corelogic Inc.	($531.40)	$190.00	$0.00	($341.40)
FATM	FIRST AMERICAN MICROFICHE	($2,630.20)	$258.60	$0.00	($2,371.60)
FB	FLOYD BLEAK / NANCY SHEPPARD	($618.00)	$0.00	$0.00	($618.00)
FNDS	LPS APPLIED ANALYTICS	($748.20)	$190.00	$0.00	($558.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	$43.50	$0.00	$0.00	$43.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($119.00)	$0.00	$0.00	($119.00)
IMAPP	IMAPP , INC	($53.40)	$0.00	$0.00	($53.40)
IRS	INTERNAL REVENUE SERVICE	($24.00)	$96.00	$0.00	$72.00
LA001	First American Title Lenders Advantage	($491.50)	$6.00	$0.00	($485.50)
MHK	MORRIS HALL KINGHORN	($266.00)	$0.00	$0.00	($266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($1,077.00)	$28.00	$0.00	($1,049.00)
PIONE	PIONEER TITLE AGENCY FICHE	($920.00)	$245.00	$0.00	($675.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($4,738.00)	$6,288.00	($7,000.00)	($5,450.00)
RSSI	RECORD SEARCHING SERVICES INC	($144.00)	$20.00	$0.00	($124.00)
simplifile	Simplifile - eRecording	$515.00	$3,129.00	($3,968.00)	($324.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($1,213.20)	$0.00	$0.00	($1,213.20)
Totals		**($17,278.27)**	**$10,668.40**	**($11,218.00)**	**($17,827.87)**

ARF-1050 **5- M**

Regular BOS Meeting

Meeting Date: 01/24/2012

Reporting Period: April 26, 2011, and July 5, 2011, BOS Meeting Minutes

Submitted For: Marilyn Brewer, Deputy Clerk, BOS **Submitted By:** Marilyn Brewer, Deputy Clerk, BOS, Clerk of the Board of Supervisors

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Information

Subject

April 26, 2011, and July 5, 2011, BOS Meeting Minutes

Suggested Motion

Approval of the April 26, 2011, and July 5, 2011, BOS meeting minutes.

Attachments

04-26-11 BOS Meeting Minutes

07-05-11 BOS Meeting Minutes

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: April 26, 2011

MICHAEL A. PASTOR Chairman	**JOHN F. NELSON** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Marilyn Brewer Deputy Clerk
SHIRLEY L. DAWSON Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via phone conferencing); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; and Marian Sheppard, Chief Deputy Clerk.

Item 1 – Call to Order – Pledge of Allegiance

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors hearing room. Michael Pastor led the Pledge of Allegiance.

Item 2 - Presentation/Discussion regarding the Boards, Commissions, and Committees Report and an analysis and evaluation of each BC&C's current status of compliance with applicable statutes, laws, policies and procedures.

Don McDaniel, County Manager, advised that over the last few months the Board of Supervisors began a review of information pertaining to all boards, commissions and committees, which are under the purview of the Board of Supervisors. A notebook entitled Gila County Boards, Commissions and Committees (BC&C) has been compiled for this information. The Gila County Industrial Development Authority was reviewed last. Today the Board would review the following: Gila County Board of Adjustment and Appeals; Gila County Building Safety Advisory and Appeals Board; Gila County Planning and Zoning Commission; and Gila County Regional Design Review Committee, which are overseen by the Community Development Division; Gila County Community Action Advisory Board and the Gila-Pinal Workforce Investment Board, which are overseen by the Community Services Division; and various committees/commissions which are associated with the use of the Gila County Fairgrounds.

Mr. McDaniel provided a compliance checklist for the Board of Adjustments and Appeals, which he reviewed with the Board, as follows:

1) Name: Board of Adjustment and Appeals
2) Gila County Staff Liaison: Community Development Division Director
3) Legal basis for establishment: Created per A.R.S. §11-807
   - Date of creation: September 8, 1959
   - Bylaws: N/A
   - Charter: N/A
   - Legal counsel: County Attorney
4) Assigned areas of responsibility: Consider variances to zoning regulations and any appeals to an interpretation of the zoning regulations that a citizen feels is not proper
5) Membership: 5 members
   - Terms of office: 4 years
   - Appointing authority: Board of Supervisors
6) Meeting schedule: Meet on a regular basis as posted and advertised
   - Location: Most meetings are in Globe and occasionally in Payson
7) Meeting legal posting and advertising: Required by law
8) Meeting agendas: Required by law
9) Meeting minutes: Required by law
10) Funding sources: Board of Supervisors
   - Amounts: $6,000 in the County General Fund for reimbursement for travel and meals*
11) Significant actions and accomplishments: Zoning variances and interpretations
12) Notes: None

* Mr. McDaniel noted that a total of $6,000 is available for 3 of the BC&Cs combined under the purview of the Community Development Division, not $6,000 for each one.

Next Mr. McDaniel provided a compliance checklist for the Building Safety Advisory and Appeals Board, which he reviewed with the Board, as follows:

1) Name: Building Safety Advisory and Appeals Board
2) Gila County Staff Liaison: Community Development Division Deputy Director
3) Legal basis for establishment: Created per A.R.S. §11-862
   - Date of creation: October 23, 2007
   - Bylaws: N/A
   - Charter: N/A
   - Legal counsel: County Attorney
4) Assigned areas of responsibility: Hear appeals to the Building Official's decision; can assign alternate methods of handling building code requirements
5) Membership: 5-7 with specific construction-related disciplines
   - Terms of office: 4 years
   - Appointing authority: Board of Supervisors

6) Meeting schedule: As noted and posted
   - Location: Globe, Payson and Tonto Basin
7) Meeting legal posting and advertising: Required by law
8) Meeting agendas: Required by law
9) Meeting minutes: Required by law
10) Funding sources: Board of Supervisors
   - Amounts: Amounts: $6,000 in the County General Fund for reimbursement for travel and meals*
11) Significant actions and accomplishments: Adopted Energy Efficiency Chapter in the Building Code; also reviewing updating the Code from a 2003 version to a 2009 or even a 2012 version
12) Notes: None

* Mr. McDaniel noted that a total of $6,000 is available for 3 of the BC&Cs combined under the purview of the Community Development Division, not $6,000 for each one.

Mr. McDaniel then provided a compliance checklist for the Planning and Zoning Commission, which he reviewed with the Board, as follows:

1) Name: Planning and Zoning Commission
2) Gila County Staff Liaison: Community Development Division Director
3) Legal basis for establishment: Created per A.R.S. §11-802
   - Date of creation: September 8, 1959
   - Bylaws: N/A
   - Charter: N/A
   - Legal counsel: County Attorney
4) Assigned areas of responsibility: Advise and recommend development-related matters to the Board of Supervisors. It is an extension of the Board for the purpose of assisting with anything related to development, building, zoning, master plans, etc.
5) Membership: 9 – 3 from each supervisorial district
   - Terms of office: 4 years
   - Appointing authority: Board of Supervisors
6) Meeting schedule: Third Thursday of each month; noticed and posted.
   - Location: Globe and Payson
7) Meeting legal posting and advertising: Required by law
8) Meeting agendas: Required by law
9) Meeting minutes: Required by law
10) Funding sources: Board of Supervisors
   - Amounts: Amounts: $6,000 in the County General Fund for reimbursement for travel and meals*
11) Significant actions and accomplishments: LURPP, Medical Marijuana
12) Notes: None

* Mr. McDaniel noted that a total of $6,000 is available for 3 of the BC&Cs combined under the purview of the Community Development Division, not $6,000 for each one.

The last item for review under the Community Development Division was the Regional Design Review Committee for which Mr. McDaniel provided a compliance checklist as follows:

1) Name: Regional Design Review Committee
2) Gila County Staff Liaison: Community Development Division Director
3) Legal basis for establishment: Created per A.R.S. and Gila County Board of Supervisors' Resolution No. 08-12-01
   - Date of creation: December 2, 2008
   - Bylaws: N/A
   - Charter: N/A
   - Legal counsel: County Attorney, City of Globe Attorney & Town of Miami Attorney
4) Assigned areas of responsibility: Design review advisory to the Planning and Zoning Administrator
5) Membership: 3 Representatives from each: Gila County, City of Globe and Town of Miami
   - Terms of office: 4 years; Chairmen for 1 year
   - Appointing authority: Each agency appoints 3
6) Meeting schedule: As needed
   - Location: Depends on project location
7) Meeting legal posting and advertising: Required by law
8) Meeting agendas: Required by law
9) Meeting minutes: Required by law
10) Funding sources: None
   - Amounts: N/A
11) Significant actions and accomplishments: Design review guidelines for the Highway 60/70 Corridor
12) Notes: None

Mr. McDaniel provided a compliance checklist for the Community Action Advisory Board, which he reviewed with the Board, as follows:

1) Name: Community Action Advisory Board
2) Gila County Staff Liaison: Community Services Division Director
3) Legal basis for establishment: Federal and Arizona Department of Economic Security requirement
   - Date of creation: Unknown
   - Bylaws: Yes – Not provided
   - Charter: N/A
   - Legal counsel: County Attorney
4) Assigned areas of responsibility: Not provided
5) Membership: 9 County citizens - 3 per supervisorial district
   - Terms of office: 2 years
   - Appointing authority: Board of Supervisors - 3 per supervisorial district
6) Meeting schedule: Quarterly
   - Location: Various locations in the County

7) Meeting legal posting and advertising: Not provided
8) Meeting agendas: Not provided
9) Meeting minutes: Not provided
10) Funding sources: Not provided
11) Significant actions and accomplishments: Not provided
12) Notes: Staff will follow up to obtain and provide this missing information

Mr. McDaniel then provided a compliance checklist for the Gila/Pinal Workforce Investment Board (WIB), which he reviewed with the Board, as follows:
1) Name: Gila/Pinal Workforce Investment Board
2) Gila County Staff Liaison: Community Services Division Director
3) Legal basis for establishment: Workforce Investment Act of 1998, Arizona Revised Statutes and Board of Supervisors' Resolution
- Date of creation: July 1, 2000
- Bylaws: Yes – Not provided
- Charter: N/A
- Legal counsel: Gila County and Pinal County Attorneys

4) Assigned areas of responsibility: Workforce training and vocational rehabilitation and reentering workers into the workforce that have been dislocated for various reasons such as layoffs, change in industry, etc.
5) Membership: 14 from Gila County; similar from Pinal County
- Terms of office: 4 years
- Appointing authority: Board of Supervisors from Gila and Pinal Counties

6) Meeting schedule: Quarterly
- Location: Various locations in Gila and Pinal Counties

7) Meeting legal posting and advertising: Required by law
8) Meeting agendas: Required by law
9) Meeting minutes: Required by law
10) Funding sources: Workforce Investment Act (WIA) Title 1B; Arizona Department of Economic Security
- Amounts: $2,358,000 (2010)

11) Significant actions and accomplishments: Met or exceeded 15 of 15 performance measures
12) Notes: None
Supervisor Dawson stated that when she was working on the Job Corps project, there were many questions about the activity of the WIB, which she believes should be reviewed. Supervisor Dawson stated, "I know some of our reps and some of our legislative people have questions about what Gila/Pinal was doing. A lot is going on in Pinal and maybe we need to pay a little bit more attention to what's going on in Gila County with it because Pinal will grab all that they can and they know I would say that. It's really easy to have a One-Stop Center when you are in Pinal County and have Casa Grande sitting there providing assistance and coordination and leadership, and the same with Central Arizona Association of Governments (CAAG)…So I just think this is one

area where we probably, in a long-term plan, need to be looking at 'Can we get this more active in Gila County?' or things will continue to migrate to the fastest-growing county in Arizona." Mr. McDaniel stated that it was his understanding that the funds, even though they come to the entire WIB, are based on Gila and Pinal County's populations and the funds are spent in the same ratio in the counties in which they are being brought in. Upon inquiry by Chairman Pastor if the $2.358 million (noted above) are the total funds coming to Gila County, Mr. McDaniel replied that the $2.358 million is for both Gila and Pinal Counties. Supervisor Dawson stated, "My experience has been and I watched this particularly with the One-Stop, if you ask the Arizona Department of Economic Security where is a One-Stop shop in Gila County, I'm not sure you will get a clear answer. There is a humongous One-Stop Center established in Casa Grande. I think we have room to improve in this one and the only way we're going to do it is by active coordination with CAAG and everybody saying 'we are ready to work on this.' So even though it is a per capita division of funds, if you don't use it or innovate something it will go away. It will end up not equally dispersed." Mr. McDaniel stated, "It sounds like we should invite them for a presentation and update because a lot of it may just be a lack of information and that would provide an opportunity to give direction as well." Supervisor Dawson stated, "And maybe there's something we can do to help develop better services." Chairman Pastor stated, "I know through the CAAG structure, we have a supervisor from Pinal County who is very involved in it. His whole plan of attack is Pinal County is becoming the next biggest county and the fastest growing and why should we partner with Gila County on CAAG?" He noted that Gila County is not trying to break away and become independent. Vice-Chairman Martin stated, "We're about the smallest growing county and we're partnered with the largest growing county and I think it might be time for us to try to find a new home; that we might be better served with some small county or with a group of small counties. It's like everything else that we're doing in Arizona. I'm not sure that structure serves the ones it's supposed to be serving well. I think we do take the hind seat in this area." Supervisor Dawson noted that a good example was when Community Bridges was looking at locating in Gila County and it was almost located in Casa Grande. She felt it was because the County wasn't on top of it. Vice-Chairman Martin stated, "...I think we only should truly think about reconfiguring or asking to be some kind of configuration with somebody else. I think we will continue to play second fiddle as long as we are attached to Pinal County. To me the hand writing is on the wall. It is CAAG in this instance and any instance with the County. I think it's time we stepped up and partnered up with some other configuration..." Supervisor Dawson stated that the metropolitan areas per capita can deliver services much more economically than rural counties. She does not believe that CAAG recognizes that fact and when distributing the money per capita it is not being fair. In job-related services, Gila County cannot do the training in Globe as economically as it can be done in Casa Grande and that is merely because Casa Grande has more professional faculty. She stated, "We need to fight that battle and the WIB is

one of the places where we need to say, 'Well, wait a minute.'" Supervisor Dawson stated that she discussed this topic with the Pinal County Supervisor when he was saying 'we just need to change CAAG.' Supervisor Dawson didn't think that could be done without state legislative action or at the governor's direction and she stated "We need to be prepared and be looking at how is this restructuring and what is a fair restructure?" Vice-Chairman Martin agreed and added, "I think we need to be proactive; we need to initiate that conversation." She questioned whether there is still a need for CAAG and if it is still a valid layer of government or not. Vice-Chairman Martin stated, "It's one of the many areas that I think we need to take a real hard look." Mr. McDaniel stated, "It's somewhat akin to redistricting in the sense that the federal government requires the creation and establishment of the councils of government around each state around the country and it's for distribution of federal finds as the primary purpose, the distribution of need, etc. so we couldn't unilaterally change being a member of CAAG, but we could initiate the process of realigning the district boundaries of CAAG to allow Pinal if they would like to go join the big boys and then allow the reestablishment of perhaps an Eastern Arizona Council of Governments. That's a process that we could initiate based on what we feel is our need and maybe even consistent with what is happening in Pinal County and their real need to continue to be proud of the fact that they are the fastest growing, which doesn't speak to how well they are growing or what's turning out, but they are definitely the fastest. So we'll give them that and let them go ahead and grow. And it's true that the needs are different in the more urban areas than they are of the more rural, so that would be justification for initiating on our part, initiating some sort of study at the state level to realign this council of governments and maybe put us somewhere else." Mr. McDaniel also reminded the Board that the WIB has stated that the Gila/Pinal Workforce Investment Area has met or exceeded 15 of the 15 federally-required performance measures, which is something the WIB should feel proud; however, he believes that people should have questioned the number of people that have been reemployed; the number of people that have been trained; and the number of people who have yet to receive much-needed assistance because they are currently unemployed. He wants to know the real measurements of the Workforce Area's accomplishments rather than knowing whether the Area has met all of its performance measures. Mr. McDaniel believes this is an opportunity to relook at the WIB's goals and objectives and whether they are being met, so he will track this issue.

Mr. McDaniel stated that the final group to be reviewed was labeled as the Gila County Fairgrounds; however, it should more appropriately be called the Gila County Fair and Racing Commission because it is the over-arching group with 4 major committees under it as shown in the organizational chart as follows: Gila County Horse Racing Committee; Gila County Fair Committee, Gila County Rodeo Committee and the Gila County Motor Sports Facility Committee. He advised that there are subgroups under some of those but

essentially those are the 4 committees under the Gila County Fair and Racing Commission.

Mr. McDaniel provided a compliance checklist for the Gila County Fair and Racing Commission, which he reviewed with the Board, as follows:

1) Name: Gila County Fair and Racing Commission
2) Gila County Staff Liaison: None
3) Legal basis for establishment: Not provided
   - Date of creation: Not provided
   - Bylaws: Not provided
   - Charter: Not provided
   - Legal counsel: Not provided
4) Assigned areas of responsibility: Not available
5) Membership: Organizational charts with names provided
   - Terms of office: 4 years
   - Appointing authority: Not provided; self perpetuating
6) Meeting schedule: Not provided
   - Location: Not provided
7) Meeting legal posting and advertising: Not provided
8) Meeting agendas: None
9) Meeting minutes: None
10) Funding sources: N/A
    - Amounts: N/A
11) Significant actions and accomplishments: Fairs, rodeos, motor sports
12) Notes: None

Mr. McDaniel stated that it was difficult to obtain the information about this Commission and all of the associated Committees due in part because 100% of the commission and committee members are comprised of volunteers. He also noted that the liaison with the County was lax so many of the records have gone the way of the volunteers and could not be located. It was learned recently that there may be some other avenues to help find some of this information. He stated that the Clerk of the Board of Supervisors Department provided minutes from 2006, which proves that the Board met with the Fair and Racing Commission and Committees and had a lengthy discussion about their accomplishments, how they were organized and what they were doing. So there may be some contacts to enable Mr. McDaniel to proceed in obtaining additional information. He stated that the minutes reflect a discussion with Bob Boice, who apparently is known as the father or grandfather of everything Fairgrounds-related, because he was involved in the purchase or accepting the 180 acres of land from the state of Arizona in 1964, which is used as the County Fairgrounds. This was followed by the establishment of horse racing as the first activity this group wanted to implement. Mr. Boice also stated that in attending various state meetings, all of the other county horse races were run by paid employees of each county; however, because the Gila County horse

races were run by an all-volunteer group, it enabled the savings of a lot of funding that would have gone to salaries that could actually be put back into the programs. In summary, the Fairgrounds activities are overseen by volunteers, who, for the most part, are able to solicit funds for all of the activities. He stated, "I know the County does contribute funds to them on a regular basis, but it apparently doesn't cover much of their cost." He also believes the Board should meet with the Fair and Racing Commission to determine whether the County can't help them develop. He stated, "...because what we don't have we can, for example, if we can't find a record of them being created by the Board, the Board can take action and create a Fair and Racing Commission and get it on the record legally by resolution." Chairman Pastor noted that in reviewing the organizational chart, he believes the Horse Racing Committee has now been disbanded, per a letter from Floyd Livingood, because of state budget cutting. Supervisor Dawson also stated that a motorcycle racing group (not to be confused with the go-karts group, which are approved and insured) has taken over a whole canyon area at the Fairgrounds and she inquired if this group was insured. Chairman Pastor stated that he did not remember a request coming to the Board for use of the land from any motorcycle group. Mr. McDaniel stated that he would follow up on this concern. Chairman Pastor noted that the Fair Committee began notifying the Board of its meetings and there have been several meetings with the Rodeo Committee. Chairman Pastor also noted that prison help is utilized to help prepare the rodeo grounds during the annual County Fair, so although it is handled by all volunteers, the County does contribute. He felt that a follow-up meeting might be necessary to ensure that everything is being done legally. Mr. McDaniel suggested that staff meet with the committees to collect additional information, provide that information to the Board, and then invite the Fair and Racing Commission and its committees to meet with the Board to establish some system of regular reporting either to staff or by reports to the Board to ensure that the Board is aware of all the activities and perhaps hold annual meetings. Chairman Pastor inquired if the functions held at the Fairgrounds are insured under the County's insurance umbrella or if each has its own insurance. Mr. McDaniel advised that each group must provide its own certificate of insurance naming Gila County as the additional insured. Chairman Pastor then inquired if the 180-acre Fairground facility belongs to the state or the County because there have been prior discussions as to who owns it and how it is managed. Mr. McDaniel replied that it belongs to Gila County. Supervisor Dawson stated that members of the Fair and Racing Commission previously stated that the land is state land with Gila County having it, but with deed restrictions. She stated, "Specifically when the state of Arizona was looking at expanding that state prison, I was suggesting land where now we have a roping arena, almost simultaneously suggesting that land could be used for prison expansion. Suddenly a donated roping arena went up to show that that land was being used and it expanded." Supervisor Dawson stated to Vice-Chairman Martin, "Maybe you'll recall the time that we were talking about putting in something out there and a clause in the deed was that

if we did anything like that, we had to buy it from the state of Arizona. If it was used for anything other than the Fairgrounds, we would have to pay fair market value and purchase the land. Do you recall that?" Vice-Chairman Martin stated that she did. Vice-Chairman Martin further stated, "I think this should be called the Southern Gila County Fairgrounds. There's not a person on there (the Fair and Racing Commission) that I appointed. There's not anybody up here that uses that facility. They may do all the things that they say they do, but we put $200,000 out to keep that facility open for folks to come play there. One of my questions is, 'Are we going to really have a Gila County Fair and Racing Commission or Fair Commission?' Lately it looks to me like it's pretty defunct...We have 4 days of a fair and 2 weekends of a race and we hold it open 24/7. It looks to be like if we are looking for places to save money, we ought to shutter that thing until it's time for an event, and if the event doesn't cover the cost of opening it and keeping it open during the time of the event, we should have a hard look at that. I mean we obsess over 2-3 cell phones and yet we let this run year after year. It just infuriates me to think about what's going on here, what continues to go on here and we need to take a good hard look as to what we want to go on here. Yes, we have that land so it's available for fairs and public use at what cost? Where is a figure that shows me how much money comes in from these events? The fact is that the $10,000 that they take in, we waive in fees by not charging them for the use of it." Supervisor Dawson stated that she also had a lot of questions about the cost of year-round operations of the Fairgrounds and having staff out there 5 days a week. Vice-Chairman Martin stated that staff is out there 5days a week; however, the events happen on the weekends, so staff is either paid comp time or overtime to be present at the Fairgrounds for the events. Supervisor Dawson agreed and stated that she does not believe the Board has ever received a real picture of the costs of operating the Fairgrounds and believes that the Board should have a real in-depth financial reporting of what it costs to operate the entire facility. She stated that a lot of good activities and events take place at the Fairgrounds and, in particular, the meeting room; however, whether it warrants a 24/7 weekly budget is another matter. She believes there is room for improvement on the program and it needs to be studied more closely. Chairman Pastor stated that Mr. McDaniel has indicated that he will get with the committees and start researching some of the background information and put it together for the Board. Vice-Chairman Martin stated, "Other than background, Mr. Chairman, I would like to see how much they make and how much they pay and how much we subsidize them. I honestly think that we need to take a look at shuttering the place until there are events and can those events pay for opening it up or something like that?...I can see having a night watchman for some kind of monitoring on those facilities, but I'm sure we don't need 5-6 folks out there with every bell, whistle, tool, gadget, 4-wheeler, you name it, running around. I just think this is one of those places that we need, that we are being derelict in what we are doing." Chairman Pastor stated that he thinks it would be a good idea to evaluate the County's functions and possibly the volunteers' functions for using the facility and have

costs provided in order to know if it is cheaper to shut down the facilities. He would also like to know the costs to just open the facility for certain activities like the fair, rodeo and go-carting, etc. Mr. McDaniel stated, "Certainly that approach is not without precedence. Other fair facilities are not open 24/7, 365 days per year." Supervisor Dawson stated that she would like this to be handled by County management rather than it becoming a political ball game. She continued, "I certainly respect the people who have for a century been dedicated to the Gila County Fairgrounds, but we need to look at the economics of this and it shouldn't be politically motivated." Supervisor Pastor agreed that it was something the Board should review. Mr. McDaniel stated that he would follow up on same. Vice-Chairman Martin inquired if perhaps there was a way for a non-profit organization to be formed and have the non-profit organization take over running the Fairgrounds. Chairman Pastor stated that was probably something that would have to be answered by the County Attorney's Office as to the legalities of transferring it to another party. Vice-Chairman Martin stated that she believes the Board should also review what the Gila County Fairgrounds means for Gila County and have it used for a centralized fair to serve the entire County because currently there are several other individual fairs held throughout the County such as in Payson and Young. Chairman Pastor stated that Mr. McDaniel would follow up on all of the issues discussed today which pertain to the Fairgrounds. No action was taken by the Board.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:20 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Chief Deputy Clerk

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: July 5, 2011

MICHAEL A. PASTOR Chairman	**JOHN F. NELSON** Clerk of the Board
TOMMIE C. MARTIN Vice-Chairman	By: Marilyn Brewer Deputy Clerk
SHIRLEY L. DAWSON Member	Gila County Courthouse Globe, Arizona

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV conferencing); Shirley L. Dawson, Supervisor (by phone conference); Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. Kaycee Stratton led the Pledge of Allegiance and Reverend Dan Morton of the First Christian Church in Globe delivered the invocation.

There were no presentations, public hearings or regular agenda items for this meeting, so the Chairman moved directly to the Consent Agenda items.

Item 2 – CONSENT AGENDA ACTION ITEMS:

2A. Approval of a Service Agreement between the Humane Society of Central Arizona, Inc. and Gila County for impound services at a cost of $2,600 per month for the period July 1, 2009, through June 30, 2012.

2B. Approval of a FY2012 Intergovernmental Agreement between the Arizona Game and Fish Commission and the Gila County Sheriff's Office to provide for continued boating safety patrol by Sheriff's deputies on Roosevelt Lake for the period July 1, 2011, to June 30, 2012.

2C. Approval of Extension of Intergovernmental Agreement (IGA) between Yavapai County and Gila County for Restoration to Competency Services from July 1, 2011, for an additional year, to expire on June 30, 2012,

under the same terms and conditions as set forth in the original IGA between the parties.

2D. Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-420i Solution P1 Copier: 1) an SLG Commercial Pricing Agreement at a cost of $178.32 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of $178.32 per month for 36 months totaling $6,419.52 and a Maintenance Agreement/Terms & Agreement at a cost of $0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Office, Roosevelt Sub-Station, and the contracts will become effective upon County receipt of equipment.

2E. Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-300i Solution P2 Copier: 1) an SLG Commercial Pricing Agreement at a cost of $137.29 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of $137.29 per month for 36 months totaling $4,942.44 and a Maintenance Agreement/Terms & Agreement at a cost of $0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Office, Control Room, and the contracts will become effective upon County receipt of equipment.

2F. Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-420i Solution P0 Copier: 1) an SLG Commercial Pricing Agreement at a cost of $154.81 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of $154.81 per month for 36 months totaling $5,573.16 and a Maintenance Agreement/Terms & Agreement at a cost of $0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Office, Payson Jail, and the contracts will become effective upon County receipt of equipment.

2G. Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-420i Solution P1 Copier: 1) an SLG Commercial Pricing Agreement at a cost of $154.53 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of $154.53 per month for 36 months totaling $5,563.08 and a Maintenance Agreement/Terms & Agreement at a cost of

$0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Administration Office (Globe) and the contracts will become effective upon County receipt of equipment.

2H. Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-4550ci Solution Color Copier: 1) an SLG Commercial Pricing Agreement at a cost of $277.41 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of $277.41 per month for 36 months totaling $9,986.76 and a Maintenance Agreement/Terms & Agreement at a cost of $0.009 B&W and $0.0450 Color per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Administration Office (Globe) and the contracts will become effective upon County receipt of equipment.

2I. Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-300i Solution P0 Copier: 1) an SLG Commercial Pricing Agreement at a cost of $140.83 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of $140.83 per month for 36 months totaling $5,069.88 and a Maintenance Agreement/Terms & Agreement at a cost of $0.0045 per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Office, Task Force, and the contracts will become effective upon County receipt of equipment.

2J. Authorization of the Chairman's signature on the following documents for a 36-month lease of one (1) Kyocera TA-4550ci color copier: 1) an SLG Commercial Pricing Agreement at a cost of $294.35 per month and an Amendment to Equipment Lease Agreement, both between Gila County (Sheriff's Office) and Kyocera Mita America, Inc.; and 2) a Sales Order in the amount of $294.35 per month for 36 months totaling $10,596.60 and a Maintenance Agreement/Terms & Agreement at a cost of $0.009 B&W and $0.0450 color per copy, both between Gila County (Sheriff's Office) and Digital Imaging (all contracts through Mohave Contract No. 10I-KMAI-0217); said copier to be used for the Gila County Sheriff's Administration Office (Payson) and the contracts will become effective upon County receipt of equipment.

2K. Approval of the May 2011 monthly departmental activity report submitted by the Recorder's Office.

2L. Approval of the May 2011 monthly departmental activity report submitted by the Globe Regional Justice of the Peace.

2M. Approval of the Human Resources report for the week of July 5, 2011.

Hires to County Service:

1. Candy Bell – Human Resources and Library Services – Human Resources and Library Services Assistant – 07/18/11 – Human Resources and Library Services General Funds – Additional work required from Human Resources and Library Services Departments

Temporary Hires to County Service:

2. William R. Flower – Globe Regional Justice Court – Temporary Justice of the Peace Pro Tem – 05/01/11 – General Fund

Department Transfer:

3. Deloris Rascon – Probation – From Juvenile Detention Officer – To Juvenile Detention Shift Supervisor – 06/20/11 – General Fund

End Probationary Period:

4. Jennifer Caster – Probation – Administrative Clerk Senior – 06/20/11 – Juvenile Intensive Probation Fund

Position Review:

5. Nicole Chase – County Attorney – From Legal Secretary – To Legal Secretary Sr. – 06/13/11 – Change in title and grade due to promotion plan

Request Permission to Post:

6. Public Works Fairgrounds – Building and Grounds Maintenance Worker – Vacated by Marion Faubush – Vacated on February 28, 2011
7. Administrative Services – Administrative Clerk – Vacated by Virginia Mounce – Vacated on April 22, 2011

SHERIFF'S PERSONNEL ACTION ITEMS

Departure from County Service:

8. Shadow Bryant – Sheriff's Office – Detention Officer – 06/13/11 – General Fund – DOH 06/13/11 – Declined position due to prior obligations

2N. Approval of finance reports/demands/transfers for the week of July 5, 2011.

$512,232.44 was disbursed for County expenses by check numbers 238235 through 238358. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Vice Chairman Martin, seconded by Supervisor Dawson, the Board unanimously approved Consent Agenda action items 2A-2N.

Item 3 - 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.

There were no requests to speak from the public.

Item 4 - 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.

Each Board member and Don McDaniel, County Manager, presented information on current events. Mr. McDaniel also introduced Michael O'Driscoll as the new Health and Emergency Services Division Director for Gila County.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 10:16 a.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Chief Deputy Clerk

ARF-1031 **5- N**

Regular BOS Meeting

Meeting Date: 01/24/2012

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for weeks ending 12-30-11 and 1-6-12

Submitted For: Joseph Heatherly **Submitted By:** Valrie Bejarano, Contracts Support Specialist, Finance Department

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Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 12-30-11 and 1-6-12

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for weeks of December 24, 2011 to December 30, 2011, and December 31, 2011 to January 6, 2012.

Attachments

Contract 100109-01R Amendment #2 Swire Coca-Cola USA

Contract ADSPO10-00000131 Environmental Systems Research Institute

Agreement 112111 Amendment #1 Rodriguez Construction

Medical Consulting Agreement Dr. Durham

Agreement 120911 Noble Building LLC

Agreement 121511 Rodriguez Construction

Agreement 122111 Drake Equipment

Agreement 6337 Gila Energy Management

Agreement 122711 Rodriguez Construction

Agreement 122811 Mountain Retreat Builders

Agreement 123011 Green Tree Construction

Agreement AZ2242 Interstate Copy Shop

Maintenance Agreement Syn-Apps LLC (Insight)

Agreement WN98ABZ Dell Financial Services

Kansas State Bank Lease Agreement Konica Minolta Copiers

Approved Contracts Under $50K for Week 12-24-11 & 12-31-11

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231

Shirley L. Dawson, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928)425-3231

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

Joseph T. Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

CONTRACT NO. 100109-01R
AUTOMATED VENDING MACHINE SERVICES

AMENDMENT NO. 2

Effective January 12, 2010, Gila County and Swire Coca-Cola, USA entered into a Contract whereby the contractor agreed to provide automated vending machine services to Gila County facilities in Globe and Payson for a one (1) year period. Per Article III of the Contract, this period may be renewed by mutual agreement of the parties for four (4) additional one (1) year periods.

Amendment No. 1 to extend the contract for a one (1) year period from January 12, 2011, to January 11, 2012, was Board approved on January 14, 2011.

Amendment No. 2 will extend the contract for another one (1) year period from January 12, 2012, to January 11, 2013.

All terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 28th day of December, 2011.

GILA COUNTY:

12/27/11
Don E. McDaniel Jr., County Manager

SWIRE COCA-COLA, USA

Manuel Rodriguez
Contractor Signature

Manuel Rodriguez
Print Name

MASTER PURCHASE AGREEMENT

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

State of Arizona Contract Number	ESRI Contract Number
ADSPO10-00000131	2009MPA4087

This Master Purchase Agreement ("MPA" or "Agreement" or "Contract") is between the governmental body ("Customer") identified below and Environmental Systems Research Institute, Inc. ("ESRI"). The Agreement enables Customer to acquire ESRI geographic information system (GIS) Software, Data, Web Services, Documentation or services over a defined period of time (some software licenses are perpetual; others are subscription with term limits.)

Mandatory Customers - The contract shall be for the mandatory use of State of Arizona, departments, commissions and boards subject to the authority of the Arizona Procurement Code and the State Procurement Office (Non-exempt State Agencies). Non-exempt State Agencies that have a requirement for the products and/or services within the scope of the contract must source their requirement under the contract. Non-exempt State Agencies that have a requirement for the products and/or services within the scope of the contract but seek to source their requirement outside of the contract, must obtain prior written authorization.

Permissive Customers - The contract shall be for the permissive use of State of Arizona, departments, commissions and boards that are not subject to the authority of the Arizona Procurement Code or the State Procurement Office (Exempt State Agencies) as well as members of the State Purchasing Cooperative (Cooperative Members). Exempt State Agencies and Cooperative Members that have a requirement for the products and/or services within the scope of the contract may source their requirement under the contract at their sole discretion. In order to participate, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by the A.R.S. 41-2632. An up-to-date list of Cooperative Members, and a copy of the current Cooperative Agreement, may be found at http://azdoa.gov/agencies/spo/api_coop.asp .

This Agreement comprises the following documents:

1. Master Purchase Agreement (MPA) Signature Page, E111M 11/06
2. MPA - State Of Arizona Statutory Terms And Conditions
3. MPA - ESRI State and Local Terms and Conditions, E500M 11/06
4. Master License Agreement (MLA)
   a. MLA - General License Terms and Conditions, E200M 6/08
   b. MLA - ESRI Exhibit 1, Scope of Use, E300 12/09
5. MPA Price List E418SH 2Q2010
6. Attachment 1 - ESRI US Software Maintenance Program, Dated October 21, 2008
7. Attachment 2 - ESRI Product Life Cycle Support Policy, June 25, 2009

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

STATE OF ARIZONA
(Customer)

By: _____
Maureen L. McGovern, Senior Procurement Specialist
State of Arizona, State Procurement Office
100 North 15th Ave, #104, Phoenix, AZ 85007
Phone: 602-542-9125
Email: Maureen.mcgovern@azdoa.gov

Date: June 25, 2010

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)

By: _____
Authorized Signature

Printed Name: Chris Johnson

Title: Manager, Domestic Contracts

Date: June 25, 2010

ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE

MPA – State of Arizona Statutory Terms and Conditions

Attachment to Agreement
State of Arizona Number ADSPO10-00000131 • ESRI Contract Number 2009MPA4087

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1. **Applicable Law** – In accordance with ARS § 41-2501, et seq, and AAC R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement Code.

2. **Non-Availability of Funds** – In accordance with ARS § 35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. In accordance with ARS § 35-151 C, no encumbrance document or purchase order may be approved by or for any budget unit which will involve an expenditure of any amount in excess of the unencumbered and unexpended balance of the appropriation or fund source to which the resulting expenditure will be chargeable.

3. **Audit** – In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

4. **Conflict of Interest** – In accordance with A.R.S. § 38-511, State may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.

5. **Non-Discrimination** – In accordance with ARS § 41-1461, Contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

6. **E-Verify** – In accordance with ARS § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

7. **Scrutinized Businesses** – In accordance with ARS § 35-391 and ARS § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

8. **Arbitration** – In accordance with ARS § 12-1518, the parties to agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

MPA
ESRI STATE AND LOCAL
MPA TERMS AND CONDITIONS
E500M 11/06

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—DEFINITIONS

All definitions in other parts of the MPA shall have the same meaning in this ESRI MPA Terms and Conditions. In addition, the following definitions apply to this MPA:

a. **"Attachment"** means any item specifically referenced herein and required to be included as a part of this Contract.
b. **"Contractor"** means ESRI.
c. **"Customer"** means the State of Arizona and the Mandatory or Permissive Customers as defined in the MPA Signature Page section.
d. **"Exhibit"** means any item labeled as an Exhibit in the Contract, or placed in the Exhibits section of the Contract.
e. **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
f. **"Master Purchase Agreement"** ("MPA" or "Agreement" or "Contract" means the following documents:
   1. Master Purchase Agreement (MPA) Signature Page, E111M 11/06
   2. MPA State Of Arizona Statutory Terms And Conditions
   3. MPA—ESRI State and Local MPA Terms and Conditions, E500M 11/06
   4. Master License Agreement (MLA)
      a. MLA—General License Terms and Conditions, E200M 6/08
      b. MLA—ESRI Exhibit 1, Scope of Use, E300 12/09
   5. MPA Price List, E418SH 2Q10
   6. Attachment 1—ESRI US Software Maintenance Program, dated October 21, 2008
   7. Attachment 2—ESRI Product Life Cycle Support Policy, dated June 25, 2009
g. **"Licensee"** means the Customer that places an order pursuant to this Agreement.
h. **"License Agreement"** means Master License Agreement (MLA) number 2010MLA4087 comprised of:
   a. MLA—General License Terms and Conditions, E200M 6/08
   b. MLA—ESRI Exhibit 1, Scope of Use, E300 9/09B
i. **"State Fiscal Year"** means the period beginning July 1 and ending June 30.
j. **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract, with the exception of ESRI's Third Party Licensors.
k. **"Third Party Licensors"** means vendors who license their intellectual property to ESRI which is integrated into ESRI Software, Data, and or Web Services.

ARTICLE 2—TERM OF AGREEMENT

2.1 MPA Term. The right to purchase under this Agreement shall remain in effect for two (2) years from the effective date unless terminated earlier as set forth in Article 5—Termination; Cancellation. The term may be extended upon mutual written agreement, for a maximum total of five (5) years. The term of any Software, Data, or Web Services licenses ordered through this Agreement shall be as stated in the License Agreement. ESRI may elect to not renew this Agreement should total orders for licenses, training, consulting, or custom application development not exceed fifty thousand dollars ($50,000.00) per year or one hundred thousand dollars ($100,000.00) for any two (2)-year period.

2.2 Survival of License Agreement. Upon full payment of the applicable license fee and expiration of this Agreement, the License Agreement will survive, and Licensee may continue to use the Software in accordance with the terms and conditions set forth in the License Agreement. Licensee may then directly and separately contract for Software maintenance.

ARTICLE 3—PRODUCT

3.1 Discontinued Items. ESRI may, at its sole discretion, discontinue offering any Software, Data, Web Services, Documentation, or other product and services included in this Agreement at any time upon reasonable written notice per Product Life Cycle Support Policy, attached to this Agreement and incorporated herein by this reference.

3.2 New Items. The Agreement enables Licensee to acquire ESRI version 9.3.1 Software, Data, Web Services, Documentation and related maintenance. ESRI may propose new or updated GIS Software, Data, Web Services, Documentation (such as version 10.0), bundled hardware, services, or larger quantity discount pricing by providing written notice to the State. Any such changes to the product offerings, including any related additional license terms and product pricing, would be made through a bilateral amendment to the Agreement. ESRI may decline to provide Licensee with updated or new Software, Data, Web Services, and Documentation until a written modification or amendment to this Agreement has been executed that incorporates revised or updated terms. Licensee will not install new or updated Software, Data, or Documentation and is prohibited from using/accessing the new or updated Software, Data, Web Services, and Documentation, until a written modification or amendment to this Agreement has been executed.

ARTICLE 4—COMMERCIAL OFF THE SHELF SOFTWARE

4.1 Grant of License - Use Restriction to United States
The Agreement enables Licensee to acquire ESRI commercial-off-the-shelf geographic information system (GIS) Software, Data, Web Services, Documentation and maintenance. The license grant and permitted uses specified in Article 3 and Article 4 of the License Agreement are restricted to use within the United States of America, its possessions, and territories. For Internet mapping Software, the server must be located within the United States of America, its possessions, and territories.

ARTICLE 5—RESERVED

ARTICLE 6—TERMINATION

6.1 Termination for Convenience. This Agreement may be terminated by either party upon forty-five (45) days' written notice.

6.2 Termination for Breach. Without prejudice to any other right or remedy available, this Agreement may be terminated for breach provided the breaching party is given forty-five days' written notice. Termination of this Agreement shall be effective upon written notice to Licensee if Licensee discloses any trade secret or other information proprietary to ESRI in breach of this Agreement.

6.3 Licensee Obligations Upon Termination. On termination of this Agreement, all accounts and payments will be processed according to financial arrangements set forth herein for performance rendered to the date of termination. After termination, Licensee shall no longer be permitted to place orders under this Agreement.

6.4 License Survival. Upon expiration of this Agreement or voluntary termination of this Agreement for the convenience of Licensee, Licensee may continue to retain and use such licensed Software, Data, Web Services, and Documentation in accordance with the License Agreement. Licensee may then directly and separately contract for Software maintenance.

6.5 Gratuities. The State may, by written notice, terminate this Agreement if the State determines that employment or a Gratuity was offered or made by ESRI or a representative of ESRI to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Agreement, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by ESRI.

6.6 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not

currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

ARTICLE 7—ORDERS

7.1 No Minimum Purchase. Customer does not guarantee to purchase any certain quantity under this Agreement.

7.2 Licensee Purchase Orders. Licensee shall issue purchase orders to ESRI for Software, Data, Web Services, Documentation, or services based on the pricing specified in this Agreement. Orders sent directly to ESRI should be sent to: Environmental Systems Research Institute, Inc. (ESRI), W3-400 – 380 New York Street, Redlands, CA 92373-3800 or via email to: service@esri.com. The terms and conditions of this Agreement shall govern all orders issued by Licensee. Any additional or different terms included with an order shall require approval by ESRI and the State of Arizona, via a written modification to this Agreement, to be binding.

7.3 Purchase Order Requirements. The following information shall be included in each purchase order:

a. Name or identification of Licensee, place of delivery, and the end user name and contact information
b. Purchase order number
c. Date delivery is requested (minimum thirty [30] days after ESRI receipt of order)
d. Primary license site for maintenance if secondary maintenance is ordered
e. Quantity, description, and unit price
f. On the face of the purchase order, print the following statement: "Subject to State of Arizona Contract No. ADSPO10-00000131, ESRI Agreement No. 2009MPA4087. No other terms shall apply."

7.4 Registration/Keycode Request. To activate Software subject to a License Manager, Licensee may be required to register or obtain a keycode through ESRI's Web site at myESRI.com or through ESRI's Customer Service Department.

7.5 Cancellation of an Order. Purchase orders, other than for the initial purchase, may be canceled by Licensee in whole or in part, within a twenty (20) days' written notice to ESRI. There will be no cancellation charge for canceled Software, Data, or Documentation unless such Software, Data, or Documentation has been delivered. If the Software, Data, or Documentation has been shipped, the cancellation will require Licensee payment of return shipping costs. For products returned under warranty, see the clauses related to warranty found in the License Agreement. There are no refunds for cancellation of a subscription or maintenance if the term for the subscription or maintenance has started.

ARTICLE 8—RESERVED

ARTICLE 9—PRICING

9.1 General Pricing. ESRI will provide Software, Data, Web Services, Documentation, maintenance, and support specified at the prices incorporated into this Agreement. The specified prices stated in the incorporated MPA Price List includes shipping, but excludes installation, and applicable taxes. Shipping is prepaid by ESRI.

9.2 Reserved

9.3 Reserved

9.4 Reserved

9.5 Freight. Freight terms are FOB Destination to any delivery location in the State of Arizona, delivered to the specified receiving point as required by the customer agency at the time of order, with freight charges prepaid and added to the unit-price for all products available under this Agreement. ESRI shall not assess the shipping fee in the form of a line item in the quotation or invoices. Standard shipping is by two (2)-day air via UPS or equivalent carrier. The State will notify the contractor promptly of any damaged goods.

9.6 Applicable Taxes. Licensee is subject to all applicable state and local transaction privilege taxes. Licensee agrees to pay taxes to ESRI when provided written notice they are due, and ESRI agrees it has the responsibility to remit these taxes to the appropriate agency. ESRI shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Licensee agrees that all tax status information is presented accurately upon which the Contractor shall rely, and holds the State of Arizona harmless from any responsibility for remittance of taxes to the appropriate agency,

damages and interest, if applicable, and contributions required under Federal, and/or state and local laws and regulations. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

ARTICLE 10—MAINTENANCE

ESRI will provide maintenance, comprising updates and technical support as specified in the ESRI US Software Maintenance Program last edited October 21, 2008 attached to this Agreement and incorporated herein by this reference.

Maintenance is generally offered on an annual basis. Upon expiration of any complimentary maintenance year or any subsequent maintenance term, Licensee may issue a purchase order under this Agreement for renewal of maintenance at the terms and pricing provided in this contract. Upon acceptance of an ESRI quotation, the purchase order shall be issued in advance or no later than concurrent with the present maintenance term. If maintenance lapses, Licensee must pay back maintenance fees to reinstate maintenance.

ARTICLE 11—TERMS OF COMPENSATION AND ACCEPTANCE

11.1 Terms of Compensation. Software, Data, and Documentation will be invoiced one-hundred percent (100%) upon shipment. Web Services will be invoiced one-hundred percent (100%) upon issuance of access codes. Software and hardware installation and training services, as applicable, will be invoiced upon completion. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

11.2 Acceptance. Unless rejected in writing, acceptance of any shipment of Software, Data, and Documentation shall be presumed to have occurred fifteen (15) days after receipt of shipment by Licensee. Acceptance of Web Services occurs upon issuance of access codes.

11.3 Rejection of Order. ESRI may reject a purchase order(s) from a Mandatory Customer or a Permissive Customer if that Mandatory Customer or that Permissive Customer fails or refuses to pay any license or service fee due and payable.

ARTICLE 12—RESERVED

ARTICLE 13 – AGREEMENT ADMINISTRATION.

13.1 Reporting and Fees

a. **Reporting** – The Contractor shall be required to furnish quarterly contract usage reports to the State Procurement Office (SPO) in a format as required by SPO, at no additional cost to the State.
b. **Administrative Fee** – The Contractor shall assess administrative fees in the amount of one percent (1%) of all sales, not including taxes, to members of the State Purchasing Cooperative. Contractor shall not assess the administrative fee in the form of a line item in their invoices. Rather, the Contractor shall include the amount of the administrative fee in their unit prices for all products and services available under this Agreement. All administrative fees shall be remitted to the State Procurement Office at 100 N. 15th Avenue, Suite 104, Phoenix, AZ 85007, no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December.
c. **Advertising, Publishing and Promotion of Contract** - Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the State Procurement Officer.

13.2 Changes to Agreement

a. **Amendments** – This Agreement is issued under the authority of the State Procurement Officer who signed this Agreement. The Agreement may be modified only through an amendment within the Scope of the Agreement. Substantive changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing, or changes made unilaterally by either party, are violations of the Agreement and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and ESRI shall not be entitled to any claim under this Agreement based on those changes. Minor changes made by the State Procurement Officer, such as posting updated Reseller lists or other attachments, are allowed to be made unilaterally for contract administration purposes and do not fall under this section.

b. **Assignment and Delegation** - Except for a sale of all or substantially all of the assets of ESRI (in which case ESRI shall provide the State of Arizona with reasonable notice), ESRI shall not assign any right nor delegate any duty under this Agreement without the prior written approval of the State Procurement Officer. The State shall not unreasonably withhold approval.

c. **Price Increases** - In accordance with R2-7-363(C)(1) and (2), price adjustment increases may be allowed by the State only after the Agreement has been in place for at least one (1) year. ESRI shall submit all requests for price adjustment increases in writing, electronic or hard copy formats.

13.3 State's Contractual Remedies

a. **Right to Assurance** - If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the State Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the State's option, be the basis for terminating the Contract.

b. **Non-Exclusive Remedies** – Except as provided in section 6.6 of the License Agreement 2010MLA4087, where it is not in conflict with Article 9 of the Arizona State Procurement Code, the rights and the remedies of the State under this Agreement are not exclusive.

c. **Right of Offset** - As limited by the limitation of liability, the State shall be entitled to offset against any sums due the Contractor, any reasonable expenses or costs incurred by the State, or damages awarded to the State concerning the Contractor's non-conforming and uncured performance or material breach of performance under the Contract.

d. **Third Party Antitrust Violations** – The Contractor assigns to the State any claim for overcharges resulting from antitrust violations, to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

ARTICLE 14- – RISK AND LIABILITY

14.1 Indemnification – The parties to this Agreement agree that the State of Arizona, its departments, agencies, boards, commissions and universities shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

14.2 Insurance Requirements: ESRI and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by ESRI, his agents, representatives, employees or subcontractors. The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect ESRI from liabilities that might arise out of the performance of the work under this Agreement by ESRI, its agents, representatives, employees or subcontractors, and ESRI is free to purchase additional insurance.

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with***

respect to liability arising out of the activities performed by or on behalf of the Contractor".

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

2. **Business Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

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

a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".**

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

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

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Technology Errors and Omissions Insurance:
Each Claim - $1,000,000; Annual Aggregate - $1,000,000.
Coverage to include:
- Systems analysis;
- Software design;
- Systems programming;
- Data processing;
- Systems integration;
- Outsourcing including outsourcing development and design;
- Systems design, consulting, development and modification;
- Training services relating to computer software or hardware;
- Management, repair and maintenance of computer products, networks and systems;
- Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and
- Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.

a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, ESRI warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by ESRI, even if those limits of liability are in excess of those required by this Agreement.
2. ESRI's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by ESRI shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after ESRI's insurance provider uses best efforts to provide thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the State of Arizona contact as provided in this document and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect ESRI from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** ESRI shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the State of Arizona contract representative identified in this Agreement. The State of Arizona Agreement Number shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** ESRI's certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. All such certificates must reference the State of Arizona Agreement number. The term "Subcontractor" shall not include ESRI's Third Party Licensors.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Agreement shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 15—GENERAL PROVISIONS

15.1 Order of Precedence. In the event of a conflict between or among the terms of the Agreement, the order of precedence shall be the first-listed document having the highest precedence and the last-listed document having the lowest precedence, as follows:

1. Master Purchase Agreement (MPA) Signature Page, E111M 11/06

2. MPA - State Of Arizona Statutory Terms And Conditions
3. MPA - ESRI State and Local Terms and Conditions, E500M 11/06
4. Master License Agreement (MLA)
   a. MLA - General License Terms and Conditions, E200M 6/08
   b. MLA - ESRI Exhibit 1, Scope of Use, E300 12/09B
5. MPA Price List E418SH 2Q2010
6. Attachment 1 - ESRI US Software Maintenance Program, Dated October 21, 2008
7. Attachment 2 - ESRI Product Life Cycle Support Policy, June 25, 2009

15.2 Contract Interpretation

A. **Implied Contract Terms** - Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

B. **Severability** - The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

C. **No Parole Evidence** - This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

D. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

15.3 Liens - ESRI warrants that the materials supplied under this Agreement are free of third party liens and shall remain free of liens.

15.4 Notice. Notice required or contemplated by either party must be delivered in person or by courier, express mail, facsimile, or postage-prepaid certified or registered airmail addressed to the party for whom it is intended at the address specified herein. Either party may change its address by giving prompt written notice to the other party of the change.

State of Arizona Contact:

Maureen L. McGovern
Senior Procurement Specialist
Arizona Dept of Admin/State Procurement
100 N. 15th Avenue, Phoenix AZ 85007
Phone: 602-921-9125
Fax: 602-542-5508
Email: Maureen.mcgovern@azdoa.gov

ESRI Contact:

Manager, Contracts and Legal Services
ESRI
380 New York Street
Redlands, CA 92373-8100
Phone: 909-793-2853
Fax: 909-307-3020

MLA
GENERAL LICENSE TERMS AND CONDITIONS
(E200 6/08)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Agreement No. 2010MLA4087

This ESRI Master License Agreement ("License Agreement") is between Licensee and Environmental Systems Research Institute, Inc. ("ESRI"). The License Agreement includes (i) the General License Terms and Conditions (E200), and (ii) the Exhibit 1 (E300). The parties acknowledge that they have read and understood this License Agreement and agree to be bound by the terms and conditions hereof.

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9.9 Maintenance. Maintenance for qualifying Software or Data consists of updates and other benefits such as access to technical support, specified in ESRI's US Software Maintenance Program last edited Updated October 21, 208, attached hereto and incorporated herein by this reference.

MLA
EXHIBIT 1
SCOPE OF USE
(E300 12/09)

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Desktop GIS
- ArcReader (20 and 25)
- ArcView (1 or 2 and 25 and 44)
- ArcEditor (1 or 2 and 25, 26, and 44)
- ArcInfo (2, 25, 26, and 44)
- ArcGIS Desktop Extensions (7)
- ArcView 3.x and Extensions (1, 7, and 17)

Server GIS
- ArcGIS Server and Extensions
  - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 38, 39, 40, and 45)
  - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 38, 39, 40, and 45)
  - ArcGIS Server Geoportal Extension (either 4 or 5 and 7, 47, and 52)
- ArcIMS
  - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, and 31)
  - ArcIMS ArcMap Server (either 3, 4, or 5 and 31)
- Tracking Server (either 4 or 5 and 31)
- ArcGIS Server Image Extension (either 3, 4, or 5 and 8, 31, and 42)
  - ArcGIS Server Image Extension Service Editor (1)
- RouteMAP IMS (either 3, 4, or 5 and 8, 25, and 31)
- ESRI Business Analyst Server (5, 8, 9, 21, 25, 28, 31, 39, 40, 45, and 48)

Mobile GIS
- ArcPad (1, 12, 13, and 25)
- ArcPad Application Builder (1 and 25)
- ArcGIS Mobile Deployments (1, 15, 16, and 25)

Developer GIS
- ESRI Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 34, 35, and 36)
- ArcGIS Engine Developer Kit and Extensions (1 and 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (1, 15, 22, 25, and 26)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- NetEngine (1, 5, and 15)
- NetEngine Internet (5)
- ESRI Business Analyst Server Developer (6, 25, 35, and 51)
- The ArcGIS Web Mapping APIs (including JavaScript™, Adobe® Flex®, Microsoft® Silverlight™/WPF™, SOAP, and REST) (6, 33, 35, 53, and 54)

GIS Viewers and Connectors
- MapIt (11, 25, 31, 35, 49, and 50)
- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS Explorer (20 and 25)
- ArcGIS for AutoCAD (1, 20, and 25)
- Geoportal Clients for ArcGIS (7, 20, and 52)

Business GIS
- ESRI Business Analyst (1 or 2 and 25, 45, and 48)
- BusinessMAP (1 and 25)
- ArcLogistics (either 1 or 2 and 25)
- ArcLogistics Connect (6, 20, 25, 34, 35, and 46)
- ArcLogistics Server (5, 8, 9, 21, 25, 28, 39, 40, and 45)
- ArcLogistics Navigator (1, 25, and 46)
- ArcLogistics Navigator Deployments (1, 15, and 16)

Cartographic Production
- Maplex (1)
- Military Overlay Editor (1)
- Production Line Tool Set (PLTS) for ArcGIS, GIS Data ReViewer, Map Production System—Atlas, Job Tracking for ArcGIS (JTX) (either 1 or 2),
- Job Tracking for ArcGIS Server (either 4 or 5 and 7)

Web Services
- ArcGIS Online Standard Services (6, 25, 33, 34, and 35)

Data
- ESRI Data & Maps (either 1 or 3, 4, or 5 and 23 and 37)
- ESRI Data (either 1, 2, or 5 and 25 and 48)
  - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)
- Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Sourcebook•America (1 and 21)
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19. The MapObjects—Java Edition contains Java Archive files, which indicate they are authentic ESRI-certificated files when used over the Internet. Licensee shall not use ESRI certification or reference ESRI as a source of trusted content in any modified MapObjects Java Archive files. Licensee may deploy the unmodified Java class ESRI certified libraries as an integral part of the Licensee's application(s).
20. Licensee may reproduce and deploy the Software provided all the following occur: (a) The Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the ESRI License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.
21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry Segmentation system.

22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment. (b) An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer. (c) The ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at http://www.esri.com/legal/, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at http://www.esri.com/legal/ for the specific Data accessed. The Use of Data Restrictions may be modified by ESRI from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to ESRI, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.
26. An ArcSDE Personal Edition geodatabase is restricted to four (4) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independently of Licensee's ArcGIS Server Enterprise configuration.
28. Limited to ten (10) concurrent end users of applications other than ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from Web applications.
29. Can only be used with SQL Server 2005/2008 Express.
30. Restricted to a maximum total of four (4) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations may be implemented during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. a. ArcGIS Online Standard Services may only be utilized in conjunction with the following Software:

    i. ArcGIS Desktop
    ii. ArcGIS Server (including the Web ADF)
    iii. ArcGIS Mobile
    iv. ArcGIS Explorer
    v. ESRI Business Analyst Server Developer
    vi. MapIt
    vii. The ArcGIS APIs (including JavaScript, Adobe Flex, and Microsoft Silverlight/WPF)
    viii. ArcLogistics Connect

    b. Licensee's access and use of ArcGIS Online Standard Services shall be subject to Licensee's consent to the terms and conditions of ESRI Web Site and Service Terms of Use Agreement (G-577) found at http://www.esri.com/legal/.
    c. ArcGIS Desktop Licensees that are current on maintenance may access and use Microsoft Bing Maps™ subject to Licensee's consent to the terms and conditions of Bing Maps for ArcGIS Desktop Users Services Agreement (G-600) found at http://www.esri.com/legal/.

34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online Standard Services with other licensed end users or third parties.
36. Licensee may not download or store resulting data or information except for results derived from using ArcWeb Services Address Manager.
37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.
38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.

39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) are permitted for use only with ArcGIS Server Advanced.
41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Editor for every four (4) cores of ArcGIS Server Image extension that is licensed. Additional Service Editor desktop deployments can be licensed for an additional fee.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use License management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use license management software in a separate operating system environment for temporary failover support.
45. Data licensed with ESRI Business Analyst and ESRI Business Analyst Server are restricted to use with the respective Business Analyst extension and are not for general use with ArcGIS Desktop or ArcGIS Server Software.
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Licensee may only use the Software in conjunction with a minimum of ArcGIS Server Standard.
48. Licensee may include reports and maps created from the Software or Data in hard-copy or read-only format for presentation packages or marketing studies for subsidiaries and customers. The total content of the ESRI reports and maps must be less than twenty percent (20%) of Licensee's total content of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior, written permission of ESRI. Licensee's third-party customer may only receive reports and maps generated by Licensee and may only use the maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats.
49. ESRI MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration.
50. Licensee has the right to one (1) desktop deployment of the Spatial Data Assistant for each ESRI MapIt Server License.
51. ESRI Business Analyst Server Developer and Data may only be installed on one (1) server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.
52. Source code is the intellectual property of ESRI. Licensee shall treat any source code file identified as "Software" in a README file or at http://www.esri.com/legal/ as a trade secret for Licensee's own internal use only and not for further redistribution or access by unlicensed third parties. Licensee shall not modify the Software, Documentation, Data, or source code to incorporate, embed, link, or otherwise include any code, libraries, or data licensed or distributed under an open source licensing or distribution models similar to Free Software Foundation's GNU's General Public License (GPL) or GPL-compliant licenses, including, without limitation, the Artistic License (e.g., Perl), the Mozilla Public License, the Netscape Public License, and the Sun Community or Industry Standards License, that could require a user to make its proprietary source code available to a requesting third party.
53. Deployment license options are as follows:

    a. A license for Web applications is per the principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For example, in example.com or example.com.xx (where xx is a registered country code), example is the principal registered unique domain identifier.
    b. A license for desktop applications is per organization. For the purposes of this license, organization is equivalent to an SLD (Second Level Domain) name. For example, desktop applications can be used by any employee of an organization with a registered SLD name. There is no limit to the number of applications that can be built and deployed within an organization.

54. Licensee may not, under any circumstances, seek a patent or other similar right granted in a foreign jurisdiction on the Software, whether alone or in any product, process, or method incorporating the Software. Sublicensees of any derivative works are likewise prohibited from seeking such patent or similar right on the Software. Additionally, the Software shall not be used in any preferred embodiments of patented products, processes, or methods. Any attempts to seek a patent or similar right that includes or covers the Software shall render this License void, and all rights granted under this License shall be immediately revoked.

ATTACHMENT 1

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ESRI U.S. Software Maintenance Program

Last edited: October 21, 2008

Introduction

The purpose of this software maintenance program document is as follows:

- Describe the ESRI Software Maintenance Program's benefits for U.S. customers.
- Describe maintenance subscription quoting and invoicing procedures.
- Provide definitions of maintenance-, product-, and support-related terminology used by ESRI.
- Describe the services provided by ESRI Support Services.
- List general procedures and conditions including contact information and requirements.

The ESRI Software Maintenance Program is a cost-effective and comprehensive program that includes technical support, software updates, and many other benefits. Typically, maintenance for the first year is automatically included when a qualifying software product is licensed.

As a participant in the software maintenance program, you will receive the newest versions of ESRI software automatically upon release, at no additional charge. This allows you and your organization to keep up with the latest software technology developments, take advantage of usability improvements, and manage software licenses more easily. Being part of the ESRI Software Maintenance Program provides you with the following:

- Automatic shipment of software updates to keep your ESRI products current
- ESRI Support Services Standard Support
- Registrations (where applicable) to the annual ESRI International User Conference
- Priority consideration for ESRI's Software Beta Program to preview and test software prior to general release
- Subscriptions to *ArcNews* and *ArcUser*
- Advance and exclusive notification of software promotions, when offered

Definitions

Throughout this document and on ESRI's maintenance Web pages, ESRI uses a group of terms related to maintenance. Below you will find definitions of these terms as they relate to this program. Please refer to these definitions as you read this document or navigate the Web site.

Authorization File
An authorization file is part of the ESRI copy protection technology used by ArcGIS Desktop and ArcGIS Server products. The authorization file must be accessible by your ESRI software in order to enable the software for use. The authorization file contains information regarding the feature name, version number, time-out date (if applicable), registration number, and authorization code.

Authorized Caller
An authorized caller is an individual designated by the customer who can contact ESRI to request technical support (e.g., to report software incidents or request assistance with software use). If the customer does not notify ESRI with the name of the authorized caller, the first person to call in to request support services becomes the default authorized caller.

If the currently designated authorized caller is no longer the appropriate contact for this assignment (e.g., resigns from the company, changes jobs), the customer should inform ESRI who the new authorized caller will be. The customer can change its authorized caller list at any time by notifying ESRI Support Services.

Concurrent Use Software License
A concurrent use license permits execution of the software on any computer on the network. The number of concurrent use licenses determines the number of software enablements available to users who can run the applications concurrently. However, each user accesses a software enablement only when it is needed since a

concurrent use license is not locked to a single computer and, as such, can "float" on a network.

Customer Number
A customer number uniquely identifies each ESRI customer site. The customer number is between one and six digits and may also be referred to as an "end user" or "client ID" number on the invoice and/or packing list that is shipped with ESRI software.

Developer Product
Developer product is software, data, or documentation licensed for development use only. Distribution or deployment licenses for developed materials may be available if applicable and appropriate license fees are paid.

Development Server License
This is a license for server-based software that resides on a single computer to design and build applications that interface with or utilize server software.

Floating
Floating refers to a style of copy protection where a pool of software enablements can be shared by a group of users. Since the software enablements are not unique to a single computer, they float on a network.

Technical Support
Technical support is used as a generic term to describe all the technical assistance or help desk services or programs for any software program through ESRI Support Services or the Premium Support Services program.

Incident
An incident is a request placed to ESRI Support Services regarding a technical question, problem, or difficulty faced when attempting to work with any ESRI software program.

Keycode
A keycode is a unique number in the feature line of your license or authorization file that controls access to your software. ESRI software products that are licensed as concurrent use (floating) or node-locked use keycodes as part of the copy protection technology.

The keycode contains information that allows access only to the parts of the software that have been licensed. The keycode also contains information on the number of software enablements that have been licensed.

Software License
This specifies the right to use a software product or component as defined by the terms and conditions in the ESRI software license agreement.

License File
Part of the concurrent use license copy protection technology, a license file contains information such as the name of the ESRI software products or software extensions licensed and the number of software enablements.

Maintenance
Maintenance is a collection of benefits accompanying the initial licensing of a qualifying software product, which includes technical assistance and software updates. Maintenance may also include ESRI International User Conference registrations and discount promotions. Maintenance can be renewed on an annual basis.

Maintenance Renewal Quote
This is a noninvoice notification, issued 90 days before the expiration of a maintenance term, to all customers who have current maintenance subscriptions that are nearing the maintenance term expiration date. The quote is sent to the point of contact who has been designated to receive all maintenance-related correspondence from ESRI. The maintenance quote is sent via e-mail or fax and contains information about the forthcoming software maintenance term including type of software licensed and quantity of licenses, type of maintenance subscription (primary or secondary), start and end dates of the maintenance term, and the anticipated maintenance renewal fees due for each type of maintenance subscription. Maintenance renewal quotes are valid for 90 days from date of issuance.

Maintenance Term
This refers to the maintenance subscription duration, commonly in 12-month increments, as defined by the maintenance start and end dates, during which customers with licensed products under maintenance are entitled to receive applicable maintenance benefits.

Node-Locked License
This is a dedicated software enablement that allows a fixed number of users to use the software concurrently on one computer. This license model is no longer available.

Primary Maintenance
Part of a two-tiered maintenance program structure, primary maintenance is a business model for maintenance, allowing the 1st and then every 10th software license to be categorized as eligible for various maintenance benefits.

Prorating
With regard to a maintenance term, prorating indicates that software maintenance dates will be synchronized so that all licensed ESRI software products offering a maintenance subscription reflect a common maintenance start and end date, regardless of when each was first licensed. The maintenance term for the first ESRI software product licensed will be the maintenance term to which all other maintenance terms for licensed products are synchronized. These prorated dates will be reflected on the maintenance renewal quote.

Registration Number
A three-letter, nine-digit number (ABC123456789) is used by ESRI to create an authorization file to enable your software. Every single-use and server product, including its extensions or options, has a unique registration number.

Secondary Maintenance
Part of a two-tiered maintenance program structure, this is a business model for maintenance, allowing 9 licenses out of every 10 to be categorized as eligible for various maintenance benefits, typically for a reduced cost.

Single Use License
A single use license restricts use of a software product to one machine. A license must be acquired for each computer or network access point that is intended to use the software, data, or documentation.

Software Enablements
ESRI software products utilize copy protection technology to enforce ESRI software licensing models. Software enablements refer to the information contained in the copy protection technology enabling one or more users to access the software. The ESRI authorization file or license file contains the information that specifically defines the number of software enablements the customer is entitled to, based on the type and quantity of customer licenses.

Staging Server License
In addition to development server license rights, staging server licenses provide the right to use the licensed software on a server computer for the following purposes: user acceptance testing, performance testing, load testing of third-party server software, staging new commercial data updates, training activities, and access by ESRI Developer Network (EDN) and non-EDN subscribers for testing/staging purposes only.

ESRI Support Services
ESRI Support Services provides software technical support to the ESRI user community.

Updates
Updates are a collection of files that correct a problem with a software program or improve the product through enhancements. Updates are distributed automatically to customers current on maintenance as part of the benefits of a maintenance subscription.

ESRI Support Services

Standard Support

Standard Support is a comprehensive package designed to meet the needs of the majority of our customers. It includes all the components listed below:

Unlimited Telephone Support and Incident Logging
If a technical issue arises that you need help with, you can log an incident with ESRI Software Support over the phone. Standard Support hours are Monday through Friday, 5:00 a.m. to 5:00 p.m. (Pacific time). You are not limited in the number of times you can contact telephone support. You can reach us at 888-377-4575.

Secure Live Remote Support
If you prefer a more hands-on approach to resolving your incident, a technical support representative is equipped with a remote support tool to assist you. Each member of the Support Services staff can directly interact with your system using the secure Citrix® GoToAssist tool to find an expedient solution to your problem.

ESRI Online Support Center
The ESRI Support Center is a dynamic Web site that communicates new technical information to you and the ESRI user community in the form of updated product documentation, blog posts, technology announcements, and more. The ESRI Support Center can be found at http://support.esri.com.

As with phone support, you can also submit a support request using the ESRI Support Center.

ESRI Support Services—User Advocacy Group
The main mission of the User Advocacy Group (UAG) is to understand and respond to your concerns. UAG seeks to engage the user community in providing feedback to ESRI and collect this information to help shape the direction of GIS software at ESRI. This will be done through ESRI Support Services, ESRI beta programs, ESRI holistic testing, and direct feedback from you.

Hot Fixes
In some cases where an issue is determined to be a software defect, ESRI understands that workflows at times prevent our clients from waiting for the next software release or service pack. We have the capacity to address some software defects out of the standard release cycle in a software patch or hot fix. In these cases, Support Services has a framework in place for consistent evaluation of critical client issues to determine the appropriate course of action.

Knowledge Base
The extensive text-based Knowledge Base provides easily accessible solutions to technical questions. An advanced search engine enables you to rapidly search the entire Knowledge Base for the information you need. Knowledge Base can be accessed by navigating to http://support.esri.com and clicking the Knowledge Base tab.

User Forums
The ESRI software user forums are intended to provide you with a place to discuss your software questions with your peers. This is a helpful venue to ask questions and share knowledge about technical details and techniques for accomplishing tasks. The user forums can be accessed by navigating to http://support.esri.com and clicking the User Forums tab.

Web Help
Web-based help is an up-to-date version of the help system that was shipped with the product; new information is added and existing topics are updated as necessary. Web help can be accessed by navigating to http://support.esri.com, clicking the Knowledge Base tab, and clicking the Web-based Help link.

Product Documentation
Documentation includes How-To, FAQs, Tutorials, Tips and Tricks, Functionality Matrixes, Best Practices, and What's New? sections on ESRI's past and current products. Product documentation can be accessed by navigating to http://support.esri.com, clicking the Knowledge Base tab, and clicking the Product Documentation link.

Customer Care Portal

The Customer Care Portal allows you to track and manage your support incidents and reported software issues online. You can view current status, submission date, last activity, and resolution information for all your interactions with ESRI Support Services through the Customer Care Portal. The Customer Care Portal can be found at http://customers.esri.com.

Support Newsletters
All support customers can subscribe to *ArcNews*, which contains articles specific to Support Services. These articles contain technical and product information designed to enable our customers to work more effectively with ESRI software. To subscribe to *ArcNews*, visit www.esri.com and click *ArcNews* under the News tab.

Pay-As-You-Go Technical Support (Optional)
The Pay-As-You-Go Technical Support program is available for products that do not provide an annual maintenance plan. The intent is for this to be used by customers who have a short-term need for technical support assistance; otherwise, it's much simpler and more economical to purchase an annual unlimited technical support plan for that product. Customers may purchase a single support request by calling ESRI's Support Services and charging the call to a major credit card. The amount of the fee depends on which product is being used. Pay-As-You-Go may not be available for all ESRI software products; to determine whether your software product qualifies for Pay-As-You-Go, please refer to the Qualifying Software matrix found on ESRI's software maintenance pages at http://www.esri.com/maintenance.

During the course of pursuing and resolving an incident, if it is found that the cause of the incident is directly related to a defect in ESRI products, software, or documentation, ESRI will refund the Pay-As-You-Go fee. **Note:** The Pay-As-You-Go program is available only in the United States and is not available for software acquired under an EDN subscription.

Accessing ESRI Support Services

ESRI customers within the United States may contact Technical Support between 5:00 a.m. and 5:00 p.m. (Pacific time), Monday through Friday, except for ESRI holidays. International users should contact their local ESRI distributor for these services.

Tel.: 888-377-4575
Fax: 909-792-0960
E-mail: support@esri.com
Web: http://support.esri.com

By Telephone
Each reported Technical Support request is logged as an incident and given a unique identification number for your reference and tracking. After an incident is logged, the caller is connected to a technical specialist who will be dedicated to work on the incident until it is resolved or determined to be a problem in the software. If a specialist is unavailable, the call is placed in a dispatch queue. The caller will then be contacted by the first available technical specialist.

By E-mail, Fax, or Web
For customers who do not want to telephone or who cannot reach Technical Support during normal Technical Support operating hours, fax, e-mail, and Web support are available. Requests through these channels are received 24 hours a day, 7 days a week, but are logged and assigned to a technical specialist beginning the next business day. Support requests are answered on a first come, first served basis. All incidents reported by fax, e-mail, or Web are given the same priority and level of attention as those reported by telephone.

No matter which communication channel you choose, all requests for technical support should contain detailed information about your technical issue. To help expedite a solution, technical specialists expect information that includes your type and version of ESRI software, hardware platform, and peripherals (if applicable); the version of operating system; a description of the problem; and your ESRI customer number. Please refer to the Preparing for Contacting Technical Support section below for additional details. Your technical specialist will respond by telephone, fax, or e-mail.

Resolution Time

Resolution times are dependent on factors that are often outside the control of Support Services or ESRI. These factors often include but are not limited to OS limitations, limitations based on user-designated workflow, security issues, integration with third-party applications, and customer availability. Usually, ESRI is able to answer questions and suggest solutions to incidents on the same day it receive requests, but the turnaround time for a response may depend on the complexity of the incident. While it is ESRI Support Services' goal to provide an acceptable resolution to all incoming issues, we cannot predict resolution time.

ESRI Support Center

International Technical Support Services

Technical support services for users outside the United States are provided by the ESRI international distributor responsible for the distribution and licensing of your software product in your geographic region.

If you are located outside the United States, please contact your local ESRI office or distributor for information regarding telephone, fax, e-mail, and online technical assistance available in your area. For a list of distributors, visit http://www.esri.com/distributors.

Preparing for Contacting Technical Support

When calling ESRI for technical assistance, be prepared to provide as much of the following information as possible:

- Your ESRI customer number
- The phone number and e-mail address where you can be reached
- The version of the software you are using
- The version of the operating system you are using
- The database you are using, if applicable
- A description of what you were doing when the problem occurred
- The exact wording of any error messages that appear on the screen
- Any steps taken to resolve the problem

Technical Support Scope

ESRI Support Services defines the scope of support by technology for the primary reason of directing customers to the most appropriate ESRI resource or group. The scope of support outlines the responsibilities, definitions, workflows, policies, and procedures for ESRI Support Services to follow to consistently direct ESRI customers to the resources they need to be successful using our software.

- Technical assistance provided through ESRI Support Services is limited to unmodified ESRI software.
- Sample applications that ship with each product are provided for demonstration purposes and are considered unsupported.
- Patches received outside a product's life cycle deliverables are considered unsupported.
- For the most part, the level of support services provided for each product and version is described in detail on each product's Life Cycle Support chart. These charts and a full description of ESRI's Product Life Cycle policy are available on the ESRI Support Center Web site, support.esri.com.
- Technical assistance through ESRI Support Services is not available for hardware, graphic cards, monitors, plotters, graphic printers, digitizers, modems, and other like peripherals, except to answer questions of how

standard, supported devices interface to ESRI software.

- These terms and conditions are subject to change by ESRI without written notice.

Maintenance Program Subscription Quoting and Collection Process

ESRI's goal is to provide you with ample time to plan and respond, thus avoiding any interruption in your software maintenance term, which could impact access to technical support and other benefits of an applicable ESRI maintenance program.

ESRI strives to provide you and your organization with correct and timely information about your ESRI software maintenance. The maintenance subscription quotation process not only seeks to identify any discrepancies regarding your ESRI software licenses, but it is also meant to alert you that your current software maintenance term is about to expire.

Customer service representatives (CSRs) notify ESRI customers when maintenance subscriptions are soon to expire. If the customer wishes to renew maintenance, a quote is mailed to the customer. The process is as follows:

- **120 days before the expiration date of the maintenance term**
  ESRI Customer Service sends a letter to your organization, addressed to the person who has been identified by your organization as the point of contact for maintenance matters. The purpose of this letter is to verify the accuracy of the contact information as well as ensure that the ESRI software license information that ESRI has on file is correct (e.g., license quantity or license type). Any discrepancies should be noted by you and sent back to ESRI Customer Service so that appropriate changes can be made to your customer file.

- **90 days before the expiration date of the maintenance term**
  A maintenance subscription quote for the existing ESRI software licenses is sent to your organization and addressed to the person who has been identified by your organization as the point of contact. This maintenance subscription quote lists all your organization's ESRI software licenses under maintenance (type of license and quantity), maintenance term for those licenses, type of maintenance for each license (primary or secondary), and associated subscription fees for each license.

- **75 days before the expiration date of the maintenance term**
  ESRI contacts you via e-mail or fax to confirm that the maintenance subscription quote has indeed been received. This is another opportunity for you to let ESRI know about any errors regarding your contact information or ESRI software licenses. Any errors noted by you should be communicated to ESRI Customer Service so that your customer record can be updated to reflect the correct information. Please note that you will be contacted only if ESRI has not received a purchase order or payment or some other form of communication from you regarding your maintenance.

- **30 days before the expiration date of the maintenance term**
  A follow-up letter is sent to you if a purchase order or payment has not been received by ESRI. This letter serves to remind you of the impending expiration of the current software maintenance term and includes pertinent information about your account and your ESRI software licenses. Please be aware that a lapse in your maintenance subscription will affect your ability to receive technical support as well as your eligibility to receive any software updates that are released during a nonactive maintenance term. Other benefits, such as ESRI International User Conference registrations, may also be affected.

- **15 days before the expiration date of the maintenance term**
  An ESRI Customer Service representative will call you to remind that you that your maintenance term will expire in 15 days. At the same time, Customer Service will also contact your regional office representatives to inform them of the same.

- **Day of maintenance expiration date**

If ESRI has not received a purchase order or payment by this date, you will receive a notification stating that your maintenance term has expired. However, while technical support will be extended for an additional 30 days, you will no longer be eligible to receive any software updates that are released after your maintenance term has expired. Any other benefits that are contingent on a current maintenance subscription will also be rescinded.

If a purchase order or payment is received during the extended 30-day technical support period, all benefits will be reinstated. However, if no purchase order or payment is received, you will no longer be able to receive technical support and your maintenance subscription will be considered to have expired.

To reinstate a maintenance subscription that has expired, users in the United States should contact ESRI Customer Service. International users should contact their local ESRI distributor.

Prorating Maintenance Terms

If multiple software products have been licensed throughout the course of a year by one customer, separate maintenance subscription quotes for each product are not issued. Instead, the maintenance anniversary date for each license is prorated to the anniversary date of the first product licensed, with maintenance. Prorating to include all products on one quote allows easier organizational budgeting.

Reinstatement of Lapsed Maintenance Subscriptions

If maintenance has lapsed, back maintenance fees, in addition to the current fees, will be due to reinstate maintenance.

Payment Plans

Standard Payment Plan
Maintenance program subscriptions can be purchased in advance on an annual basis. Fees are due and payable annually in advance.

Customized Payment Plan
Customized payment plans can be tailored to the customer's specific needs, incurring an additional 12 percent uplift. The 12 percent service fee applies to maintenance subscriptions purchased quarterly in arrears and maintenance subscriptions that are billed quarterly or semiannually in advance. Fees are due and payable in accordance with the terms and conditions of the payment plan.

User Conference Registration

One of the benefits of software maintenance is a registration to the annual ESRI International User Conference. However, not all ESRI software products on maintenance qualify for a User Conference registration. Visit the Qualifying Software section to find out which products qualify for User Conference registrations.

User Conference registrations are offered under ESRI's standard commercial and federal maintenance programs. User Conference registrations may be offered based on different rules from those for nonstandard maintenance programs and any customized contracts. Specifically, the rules for User Conference registration for federal government contracts and educational site license contracts differ for each contract. The rules also do not apply to licenses and maintenance contracts under the ESRI Business Partner Program.

Maintenance for ArcGIS extension software and secondary maintenance for any software (except ArcGIS, ArcView, and ArcEditor) do not include any entitlement for User Conference registrations. Only the standard maintenance programs provide this benefit.

In the case of ArcView (single use and concurrent use licenses) and ArcEditor (single use and concurrent use

licenses), the total number of maintenance subscriptions is considered to determine eligibility regardless of maintenance type (e.g., primary or secondary). In other words, both primary and secondary licenses count toward the 15-license requirement.

Staging server licenses and software obtained under the EDN program do not qualify for User Conference registrations.

ESRI reserves the right to withhold User Conference registrations from customers who are substantially in maintenance arrears with ESRI.

User Conference registrations are assigned to customers in the order that registration forms are received. If the customer number listed on the registration form does not meet the above guidelines, or if the number of attendees from each site exceeds the number of User Conference registrations available to the site based on qualifying maintenance benefits, the customer will be responsible for any additional registration fees.

Presenting a paper, submitting a poster, submitting a software application, or having other involvement with the conference does not automatically register you or exclude you from User Conference fees. All presenters must register and pay the appropriate fees (or maintenance) to attend the conference.

A list of your primary/first and secondary licenses can be found on your annual software maintenance subscription invoice. User Conference registrations are nontransferable.

Contact ESRI

ESRI Technical Support Center
Tel.: 888-377-4575
Fax: 909-792-0960
E-mail: support@esri.com
Web: http://support.esri.com
Hours: 5:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except ESRI holidays

ESRI Corporate Offices
Tel.: 909-793-2853
Fax: 909-793-5953
E-mail: info@esri.com
Hours: 8:00 a.m. to 5:00 p.m. (Pacific time) Monday through Friday, except ESRI holidays

ESRI Customer Service
Tel.: 888-377-4575
E-mail: service@esri.com
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International Support
Users outside the United States should contact their ESRI international distributor for technical support services (http://www.esri.com/international).

380 New York Street, Redlands, California 92373-8100, USA
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Web: http://www.esri.com

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ATTACHMENT 2

Product Life Cycle Support Policy

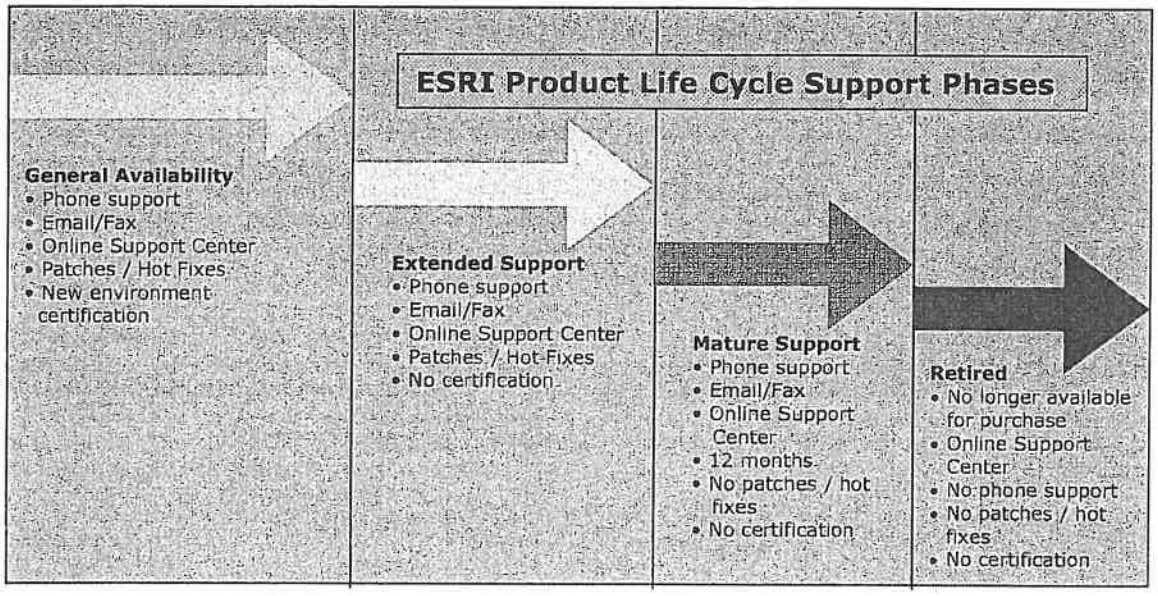
6/25/2009

ESRI Product Life Cycle Support Policy
The Product Life Cycle Support Policy is designed to help communicate to ESRI users the technical support resources available during a product's life span and to provide advanced notification of planned changes to available support options. This document outlines the 4 different Support phases of ESRI's Product Life Cycle. This information is intended to help you develop your product plans including migration and transition strategies with the knowledge and understanding of our Product Life Cycle Support plans. It replaces the previous support policy of "2 releases back" (n+2).

Note: The Product Life Cycle Support Policy does not impact a user's right or ability to use any of the software products, it only applies to support availability.

Product Life Cycle Support Phases and Definitions
ESRI Product Life Cycle Support Policy has 4 phases:

1. General Availability
2. Extended Support
3. Mature Support
4. Retired



1. General Availability Phase:
A product is in General Availability phase as soon as it is released to ship. General Availability products are the currently shipping products. General Availability products are fully supported. Support includes all the support options and programs currently available (e.g., Primary and Secondary Support, Premium Support, Developer Support, etc.).

Support includes:

- Phone support between 5:00AM and 5:00PM (PST) Monday through Friday - US only. (International users need to contact their local distributors)
- 24x7 fax and email request
- Online Support Center access – knowledge base, supported environment, downloads and discussion forums
- Software patches and hot fixes when warranted
- New environment certification – when a major new release of an operating system, database, or web server is released during the General Availability phase of an ESRI product, ESRI will test this new environment with the General Availability release and provide test result information on its Online Support Center.

We encourage users to begin all new projects with General Availability products and to migrate existing application to these products as soon as possible.

2. Extended Support Phase:

The Extended Support phase usually starts for a product previously in the General Availability phase 3 months after a new major release of the product becomes generally available. For example, ArcGIS 9.2 transitioned to the Extended Support Phase 3 months after ArcGIS 9.3 started shipping. The 3 months overlap takes into account the shipping time for a new release. It takes about 3 months for the majority of our users worldwide to receive a new release.

Once a product enters Extended Support, a user can expect the following support:

- Phone support between 5:00AM and 5:00PM (PST) Monday through Friday - US only. (International users need to contact their local distributors)
- 24x7 fax and email request
- Online support center access – knowledge base, supported environment, downloads, and discussion forums
- Software patches and hot fixes when warranted

ESRI will not certify new environments for products in this Extended Support phase. If an existing customer is contemplating migrating their environment then they should also consider an ESRI product migration as appropriate. Customers with products in the Extended Support phase are encouraged to start planning their migration to a General Availability product.

3. Mature Support phase:

The Mature Support phase starts when the Extended Support Phase ends. As a rule, an Extended Support phase product moves to the Mature Support phase when a new major release of the product becomes available. For example, now that ArcGIS 9.3 is shipping and in General Availability, ArcGIS 9.2 is now in Extended Support and the ArcGIS 9.1 releases are now in the Mature Support phase. This general rule does not apply to all products. In particular, products that do not have frequent updates (e.g., PC ArcInfo) may enter the Mature Support phase even when no new version has been released.

Once a product enters Mature Support, a user can expect the following support:

- Phone support between 5:00AM and 5:00PM (PST) Monday through Friday - US only. (International users need to contact their local distributors)
- 24x7 fax and email request

- Online Support Center access – knowledge base, supported environment, downloads, and discussion forums

ESRI will not provide any further Patches and hot fixes for products that have reached the Mature Support phase. New environments will not be certified for Mature Support phase.

The Mature Support phase will last 12 months from date of announcement unless otherwise statement at announcement time to provide users with enough time to migrate their environment. Customers with Mature Support products should be actively migrating their applications to General Availability products.

4. Retired phase:
After 12 months in the Mature Support phase or at the time previously announced, a product will be retired and enter the Retired phase.

Once a product enters the Retired phase, the product will no longer be available for purchase and users will only have access to very limited support in the form of the Online Support Center:

- Online support center access – knowledge base, supported environment, downloads and discussion forums

Although the online information will remain available to users, this information will not be updated or kept up to date. Users will be able to browse existing documents. Email requests posted through the Online Support Center will not be answered.

Users will no longer have access to technical support through direct phone, fax, or email request. No new patches or hot fixes will be available and ESRI will not certify any new environment. Typically, older products in the Retired phase will not work correctly under new environments. ESRI will not attempt to determine whether a Retired product will work in a new environment or to actually make it work in a new environment.

Announcing Transition
ESRI will announce Product Life Cycle Support transitions on its Online Support Center. At each new release of a product, ESRI will re-evaluate the Life Cycle phase of the product's previous versions and will announce the status of the previous versions in the "Product Life Cycle" section of the Online Support Center web site. ESRI may also announce transitions outside of a specific release event.

Getting the Life Cycle Support status for each ESRI products
The Life Cycle Support status for each of the ESRI software products can be found at http://support.esri.com/index.cfm?fa=knowledgebase.productLifeCycles.gateway

ESRI, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ESRI MPA PRICE LIST
(E418SH 2Q/2010)

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2. The listed prices are inclusive of shipping and handling and exclude any applicable taxes. Delivery terms are FOB Redlands, California—Freight Prepaid. Shipping and handling charges will be prepaid by ESRI.

3. Eligible customers may at any time request a specific quote based on this contract from an ESRI sales representative. When selecting items from this contract without assistance from an ESRI sales representative, be aware of the following general rules:

   (a) Volume pricing applies on a per-order and per-item basis unless otherwise indicated. The listed prices must be multiplied by the order quantity to determine the total price for any given order.
   (b) Some products have prerequisites and interdependencies so that one may not be purchased, or may not be functional, without prior or simultaneous purchase of another product. For example, Software upgrades can only be licensed by customers who have already acquired the corresponding earlier version of the Software, and extension Software is only functional in combination with the corresponding core Software. If you have questions regarding your configuration, please contact your ESRI representative for additional information.
   (c) System requirements and platform support vary from item to item. If in doubt whether your system will support a desired item, please contact your ESRI sales representative for additional information.
   (d) Some items are not offered to all potential customers. For example, certain Software upgrades are only offered to customers who have acquired the most recent versions of the Software, and local government licenses are only offered to local government customers.
   (e) Customer must provide adequate facilities for client site training. Certain other restrictions apply. See the Learning Center On-Site training information at ESRI's Web site (www.esri.com/training/site_training.html) for details.
   (f) ESRI Site Training (i.e., Training at one of ESRI's Training Centers) requires a completed registration application form from each student. Registrations are processed on a first-come, first-served basis. We recommend that you submit this registration information at least one month prior to the start date of your class. See the Learning Center registration information at ESRI's Web site (www.esri.com/training/register.html) for details.
   (g) Training will be provided in accordance with the policies defined under Education and Training at www.esri.com. Training prices are subject to annual escalation, not to exceed a seven and one-half percent (7.5%) increase in January of each year.

4. Support services are defined at ESRI's Web site (www.esri.com) within the user support section. Particular attention should be paid to the fact that some ESRI Software comes with complimentary maintenance for the first year and other Software features different support plans.

5. New Software releases for most Software products are provided exclusively through maintenance programs. In these cases, Software upgrades are not sold separately.

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STATE OF ARIZONA

MPA PRICELIST - E418SH(M) 2Q10

Section	Description	Price
1	**ArcGIS Concurrent Use Licenses**	
	ArcInfo Concurrent Use License	$8,524.00
	ArcInfo Concurrent Use License Annual Maintenance (Primary 1st, 11th, 21st, 31st…)	$3,000.00
	ArcInfo Concurrent Use License Annual Maintenance (Secondary 2–10, 12–20...)	$1,200.00
	ArcEditor Concurrent Use License	$6,035.00
	ArcView Concurrent Use License	$3,030.00
	ArcGIS Spatial Analyst Concurrent Use License	$2,172.00
	ArcGIS 3D Analyst Concurrent Use License	$2,172.00
	ArcGIS Geostatistical Analyst Concurrent Use License	$2,172.00
	ArcGIS Publisher Concurrent Use License	$2,172.00
	ArcGIS Survey Analyst Concurrent Use License	$2,172.00
	ArcGIS Tracking Analyst Concurrent Use License	$2,172.00
	ArcGIS ArcScan Concurrent Use License	$2,172.00
	ArcGIS Maplex Concurrent Use License	$2,172.00
	ArcGIS Data Interoperability Concurrent Use License	$2,172.00
	ArcGIS Network Analyst Concurrent Use License	$2,172.00
	ArcGIS Schematics Concurrent Use License	$2,172.00
	Job Tracking for ArcGIS (JTX) Concurrent Use License	$2,172.00
	GIS Data ReViewer Concurrent Use License	$2,172.00
	Primary Maintenance for ArcView Concurrent Use License	$700.00
	Secondary Maintenance for ArcView Concurrent Use License	$500.00
	Primary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Spatial Analyst Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS 3D Analyst Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS 3D Analyst Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Geostatistical Analyst Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Publisher Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Publisher Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Survey Analyst Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Survey Analyst Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Tracking Analyst Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS ArcScan Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS ArcScan Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Maplex Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Maplex Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Data Interoperability Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Data Interoperability Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Network Analyst Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Network Analyst Concurrent Use License	$200.00
	Primary Maintenance for ArcGIS Schematics Concurrent Use License	$500.00
	Secondary Maintenance for ArcGIS Schematics Concurrent Use License	$200.00
	Primary Maintenance for Job Tracking for ArcGIS (JTX) Concurrent Use License	$500.00
	Secondary Maintenance for Job Tracking for ArcGIS (JTX) Concurrent Use License	$200.00
	Primary Maintenance for GIS Data ReViewer Concurrent Use License	$500.00

	Secondary Maintenance for GIS Data ReViewer Concurrent Use License	$200.00
	Primary Maintenance for ArcEditor Concurrent Use License	$1,500.00
	Secondary Maintenance for ArcEditor Concurrent Use License	$1,200.00
1	**ArcGIS Single Use Licenses**	
	ArcEditor Single Use License	$6,035.00
	ArcGIS ArcView Single Use Unkeyed License	$1,313.00
	ArcGIS ArcView Single Use Keyed License	$1,313.00
	ArcGIS Spatial Analyst Single Use License	$2,172.00
	ArcGIS 3D Analyst Single Use License	$2,172.00
	ArcGIS Geostatistical Analyst Single Use License	$2,172.00
	ArcGIS Publisher Single Use License	$2,172.00
	ArcGIS Survey Analyst Single Use License	$2,172.00
	ArcGIS Tracking Analyst Single Use License	$2,172.00
	ArcGIS ArcScan Single Use License	$2,172.00
	ArcGIS Maplex Single Use License	$2,172.00
	ArcGIS Data Interoperability Single Use License	$2,172.00
	ArcGIS Network Analyst Single Use License	$2,172.00
	ArcGIS Schematics Single Use License	$2,172.00
	ArcGIS Job Tracking Single Use License	$2,172.00
	GIS Data ReViewer Single Use License	$2,146.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core Only)	$400.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core Only)	$300.00
	Primary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	$1,000.00
	Secondary Maintenance for ArcGIS ArcView Single Use License (Core plus Extensions)	$900.00
	Primary Maintenance for ArcEditor Single Use (Without Extensions)	$1,500.00
	Secondary Maintenance for ArcEditor Single Use (Without Extensions)	$1,200.00
	Primary Maintenance for ArcEditor Single Use with Extensions	$2,100.00
	Secondary Maintenance for ArcEditor Single Use with Extensions	$1,800.00
1	**Maintenance Activation Program**	
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only	$600.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core Only	$400.00
	Primary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core plus Extensions	$1,500.00
	Secondary Maintenance Activation Fee for ArcView 8.1, 8.2, 8.3, 9.0, or 9.1—Single Use License for Windows, Core plus Extensions	$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	$600.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core Only	$400.00
	Primary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	$1,500.00
	Secondary Maintenance Activation Fee for ArcView 3.2 or 3.3 Single Use License for Windows, Core plus Extensions	$1,300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	$1,050.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Core Only	$750.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, 3D Extension	$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	$750.00

	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Network Analyst	$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Tracking Analyst	$300.00
	Primary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	$750.00
	Secondary Maintenance Activation Fee for ArcView 3.2 License for UNIX, Spatial Analyst	$300.00
1	**ArcGIS Upgrades**	
	ArcGIS ArcView Single Use License Upgrade to ArcGIS ArcView Concurrent Use License (Single use license must be current on maintenance to qualify.)	$1,742.00
1	**Upgrade from One ArcGIS Product to Another**	
	Upgrade from ArcView Single Use to ArcEditor Single Use	$4,747.00
	Upgrade from ArcView Single Use to ArcEditor Concurrent Use USB	$4,747.00
	Upgrade from ArcView Single Use to ArcEditor Concurrent Use Parallel	$4,747.00
	Upgrade from ArcView Single Use to ArcInfo	$7,237.00
	Upgrade from ArcView Concurrent Use to ArcEditor	$3,030.00
	Upgrade from ArcView Concurrent Use to ArcInfo	$5,520.00
	Upgrade from ArcEditor to ArcInfo	$2,515.00
1	**ArcInfo 7.x, or 8.0.x Software—UNIX/Windows NT**	
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Primary 1st, 11th, 21st, 31st…)	$4,000.00
	ArcInfo 7.x or 8.0.x Node Locked 3-Pack License Annual Maintenance (Secondary 2–10, 12–20…)	$1,600.00
	ArcCOGO 7.x or 8.0.x Extension Floating License	$2,172.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	$500.00
	ArcCOGO 7.x or 8.0.x Extension Floating License Annual Maintenance (each) (Secondary 2–10, 12–20...)	$200.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	$1,100.00
	ArcInfo 7.x or 8.0.x Network Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	$440.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	$1,100.00
	ArcInfo 7.x or 8.0.x COGO Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	$440.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Primary 1st, 11th, 21st, 31st...)	$1,100.00
	ArcInfo 7.x or 8.0.x ArcScan Extension Node Locked 3-Pack License Annual Maintenance (each) (Secondary 2–10, 12–20...)	$440.00
	ArcStorm First License (3 seats) Annual Maintenance	$500.00
	ArcStorm Additional License (each additional seat) Annual Maintenance	$100.00
1	**ArcPress for ArcView**	
	ArcPress for ArcView UNIX License	$313.00
	ArcPress for ArcView Windows/Windows NT License	$313.00
2	**ArcView 3.x and Extensions**	
2	**UNIX**	
	ArcView 3.x for UNIX License Qty. 1–5 (each)	$1,910.00
	ArcView 3.x for UNIX License Qty. 6–25 (each)	$1,722.00
	ArcView 3.x for UNIX License Qty. 26+ (each)	$1,533.00
	ArcView 3.x for UNIX License Primary Maintenance	$700.00
	ArcView 3.x for UNIX License Secondary Maintenance	$500.00

	Transfer of ArcView 3.x for UNIX to ArcView 3.x for Windows/Windows NT	$514.00
	ArcView Network Analyst Extension for UNIX License Qty. 1–5 (each)	$2,310.00
	ArcView Network Analyst Extension for UNIX License Qty. 6–25 (each)	$2,268.00
	ArcView Network Analyst Extension for UNIX License Qty. 26+ (each)	$2,016.00
	ArcView Network Analyst Extension for UNIX License Primary Maintenance	$500.00
	ArcView Network Analyst Extension for UNIX License Secondary Maintenance	$200.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 1–5 (each)	$2,310.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 6–25 (each)	$2,268.00
	ArcView Tracking Analyst Extension for UNIX License Qty. 26+ (each)	$2,016.00
	ArcView Tracking Analyst Extension for UNIX License Primary Maintenance	$500.00
	ArcView Tracking Analyst Extension for UNIX License Secondary Maintenance	$200.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 1–5 (each)	$2,773.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 6–25 (each)	$2,723.00
	ArcView Spatial Analyst Extension for UNIX License Qty. 26+ (each)	$2,420.00
	ArcView Spatial Analyst Extension for UNIX License Primary Maintenance	$500.00
	ArcView Spatial Analyst Extension for UNIX License Secondary Maintenance	$200.00
	ArcView 3D Analyst Extension for UNIX License Qty. 1–5 (each)	$2,773.00
	ArcView 3D Analyst Extension for UNIX License Qty. 6–25 (each)	$2,723.00
	ArcView 3D Analyst Extension for UNIX License Qty. 26+ (each)	$2,420.00
	ArcView 3D Analyst Extension for UNIX License Primary Maintenance	$500.00
	ArcView 3D Analyst Extension for UNIX License Secondary Maintenance	$200.00
2	**Windows/Windows NT**	
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 1–5 (each)	$1,051.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 6–25 (each)	$1,051.00
	ArcView 3.x for Windows/Windows NT Single Use License Qty. 26+ (each)	$991.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core Only)	$400.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core Only)	$300.00
	Primary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	$1,000.00
	Secondary Maintenance for ArcView 3.3 Single Use License (Core plus Extensions)	$900.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 1–5 (each)	$1,385.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 6–25 (each)	$1,359.00
	ArcView Network Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	$1,208.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 1–5 (each)	$1,385.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 6–25 (each)	$1,359.00
	ArcView Tracking Analyst Extension for Windows/Windows NT License Qty. 26+ (each)	$1,208.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each)	$2,310.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each)	$2,268.00
	ArcView Spatial Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	$2,016.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 1–5 (each)	$2,310.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 6–25 (each)	$2,268.00
	ArcView 3D Analyst Extension for Windows/Windows NT Single Use License Qty. 26+ (each)	$2,016.00
2	**ArcView StreetMap**	
	ArcView StreetMap 1.x for Windows/Windows NT License (U.S. data)	$484.00
3	**MapObjects**	
3	**MapObjects—Windows Edition**	

	MapObjects—Windows Edition Stand-Alone Developer's Kit (includes MapObjects—Windows Edition and 50 Stand-Alone Deployments)	$4,318.00
	MapObjects—Windows Edition Internet Developer Kit (includes 2 MapObjects Windows Edition Developer Licenses, 2 ArcIMS Developer Licenses, and one ArcIMS Server Deployment License for up to two CPUs)	$10,327.00
	Additional MapObjects—Windows Edition Developer License	$859.00
	Annual Renewal of MapObjects Internet Deployment License (for licenses obtained under a discontinued program)	$1,000.00
	MapObjects—Windows Limited Deployment Site License Kit	$17,195.00
	25-Pack Additional MapObjects—Windows Edition Stand-Alone Deployments	$2,146.00
3	**MapObjects LT**	
	MapObjects LT Web Download License	$342.00
4	**ArcGIS Engine Runtime**	
	Standard ArcGIS Engine Runtime License	$455.00
	ArcGIS Engine Runtime 3D Extension License	$859.00
	ArcGIS Engine Runtime Spatial Extension License	$859.00
	ArcGIS Engine Runtime Enterprise Geodatabase (GDB) Update Extension License	$859.00
	ArcGIS Engine Runtime Network Extension License	$859.00
	ArcGIS Engine Runtime Schematics Extension License	$859.00
	ArcGIS Engine Runtime Tracking Extension License	$859.00
	ArcGIS Engine Runtime Maplex Extension License	$859.00
	ArcGIS Engine Runtime Data Interoperability Extension License	$859.00
	Maintenance for Standard ArcGIS Engine Runtime License without Extensions	$100.00
	Maintenance for Standard ArcGIS Engine Runtime License with Extensions	$400.00
5	**ArcGIS Server**	
5	**ArcGIS Server—Enterprise**	
5	**Enterprise Advanced**	
	ArcGIS Server Enterprise Advanced (up to four cores)	$34,365.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (up to four cores)	$10,000.00
	ArcGIS Server Enterprise Advanced (additional cores)	$8,585.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced (additional cores)	$2,500.00
5	**Enterprise Standard**	
	ArcGIS Server Enterprise Standard (up to four cores)	$17,195.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (up to four cores)	$5,000.00
	ArcGIS Server Enterprise Standard (additional cores)	$4,293.00
	Annual Maintenance for ArcGIS Server Enterprise Standard (additional cores)	$1,250.00
5	**Enterprise Basic**	
	ArcGIS Server Enterprise Basic (up to four cores)	$8,610.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (up to four cores)	$3,000.00
	ArcGIS Server Enterprise Basic (additional cores)	$2,146.00
	Annual Maintenance for ArcGIS Server Enterprise Basic (additional cores)	$750.00
5	**Workgroup**	
	ArcGIS Server Workgroup Advanced (up to two cores)	$8,610.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (up to two cores)	$2,500.00
	ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	$4,293.00
	Annual Maintenance for ArcGIS Server Workgroup Advanced (additional cores—maximum four cores per server)	$1,250.00
	ArcGIS Server Workgroup Standard (up to two cores)	$4,318.00
	Annual Maintenance for ArcGIS Server Workgroup Standard (up to two cores)	$1,250.00
	ArcGIS Server Workgroup Standard (additional core—maximum four cores per server)	$2,146.00

	Annual Maintenance for ArcGIS Server Workgroup Standard (additional cores—maximum four cores per server)	$625.00
	ArcGIS Server Workgroup Basic (price per server [core pricing does not apply]—minimum two cores/maximum four cores)	$4,318.00
	Annual Maintenance for ArcGIS Server Workgroup Basic—(price per server [core pricing does not apply]—minimum two cores/maximum four cores)	$1,250.00
5	**ArcGIS Server Enterprise Extensions**	
	ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows License (up to four cores)	$8,585.00
	ArcGIS Server Image Extension Advanced Enterprise for Windows License (up to four cores)	$8,585.00
	ArcGIS Server Job Tracking Extension Advanced Enterprise for Windows License (up to four cores)	$8,585.00
	ArcGIS Server Schematics Extension Advanced Enterprise for Windows License (up to four cores)	$8,585.00
	ArcGIS Server Geoportal Extension Advanced Enterprise for Windows License (up to four cores)	$3,005.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Advanced Enterprise for Windows (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Image Extension Advanced Enterprise for Windows (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Job Tracking Extension Advanced Enterprise for Windows (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Schematics Extension Advanced Enterprise for Windows (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Geoportal Extension Advanced Enterprise for Windows (up to four cores)	$2,500.00
	ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	$8,585.00
	ArcGIS Server Standard Enterprise Job Tracking Extension (up to four cores)	$8,585.00
	ArcGIS Server Standard Enterprise Network Extension (up to four cores)	$8,585.00
	ArcGIS Server Standard Enterprise Image Extension (up to four cores)	$8,585.00
	ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	$3,005.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Data Interoperability Extension (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Job Tracking Extension (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Network Extension (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Image Extension (up to four cores)	$2,500.00
	Annual Maintenance for ArcGIS Server Standard Enterprise Geoportal Extension (up to four cores)	$2,500.00
	ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	$2,146.00
	ArcGIS Server Image Extension Enterprise Advanced (additional cores)	$2,146.00
	ArcGIS Server Job Tracking Extension Enterprise Advanced (additional cores)	$2,146.00
	ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	$2,146.00
	ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores)	$751.00
	Annual Maintenance for ArcGIS Server Data Interoperability Extension Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Image Extension Enterprise Advanced (additional cores)	$625.00

	Annual Maintenance for ArcGIS Server Job Tracking Extension Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Schematics Extension Enterprise Advanced (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Geoportal Extension Enterprise Advanced (additional cores)	$625.00
	ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	$2,146.00
	ArcGIS Server Enterprise Standard Job Tracking Extension (additional cores)	$2,146.00
	ArcGIS Server Enterprise Standard Network Extension (additional cores)	$2,146.00
	ArcGIS Server Enterprise Standard Image Extension (additional cores)	$2,146.00
	ArcGIS Server Enterprise Standard Geoportal Extension (additional cores)	$751.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Data Interoperability Extension (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Job Tracking Extension (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Network Extension (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Image Extension (additional cores)	$625.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Geoportal Extension (additional cores)	$625.00
5	**ArcGIS Server Workgroup Extensions**	
	ArcGIS Server Advanced Workgroup Data Interoperability Extension - (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,293.00
	ArcGIS Server Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,293.00
	ArcGIS Server Advanced Workgroup Schematics Extension - (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,293.00
	ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,293.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server— up to four cores/maximum four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Schematics Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Advanced Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
	ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,293.00
	ArcGIS Server Standard Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,293.00
	ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,293.00
	ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$4,293.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Data Interoperability Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Job Tracking Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00

	Annual Maintenance for ArcGIS Server Standard Workgroup Network Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Standard Workgroup Image Extension (licensed per ArcGIS Workgroup Server—up to four cores/maximum four cores)	$1,250.00
5	**ArcGIS Mobile**	
	ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack	$2,146.00
	Annual Maintenance for ArcGIS Mobile Additional Application and Runtime Deployments—25 Pack	$500.00
5	**ArcGIS Server Connection Licenses for ArcSDE 9.3**	
	ArcGIS Server Read Write Server Connection for Enterprise	$884.00
	ArcGIS Server Read Only Server Connection for Enterprise	$455.00
	Maintenance for ArcGIS Server Read Write Server Connection for Enterprise	$150.00
	Maintenance for ArcGIS Server Read Only Server Connection for Enterprise	$150.00
5	**ArcGIS Server Upgrades**	
5	**ArcGIS Server Upgrade Enterprise to Enterprise**	
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	$8,610.00
	ArcGIS Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	$25,780.00
	ArcGIS Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	$17,195.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Standard License	$2,146.00
	ArcGIS Server Additional Cores Enterprise Basic Upgrade to Enterprise Advanced License	$6,439.00
	ArcGIS Server Additional Cores Enterprise Standard Upgrade to Enterprise Advanced License	$4,293.00
5	**ArcGIS Server Upgrades Workgroup to Workgroup**	
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Standard (up to four cores)	$4,318.00
	ArcGIS Server Workgroup Basic Upgrade to Workgroup Advanced (up to four cores)	$12,903.00
	ArcGIS Server Workgroup Standard Upgrade to Workgroup Advanced (up to four cores)	$8,610.00
5	**ArcGIS Server Upgrades — Workgroup to Enterprise**	
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Basic (up to four cores)	$4,318.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Standard (up to four cores)	$12,903.00
	ArcGIS Server Workgroup Basic Upgrade to Enterprise Advanced (up to four cores)	$30,073.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Standard (up to four cores)	$8,610.00
	ArcGIS Server Workgroup Standard Upgrade to Enterprise Advanced (up to four cores)	$25,780.00
	ArcGIS Server Workgroup Advanced Upgrade to Enterprise Advanced (up to four cores)	$17,195.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	$12,878.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Standard Workgroup Up to Two Cores	$30,048.00
	ArcGIS Server Standard Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	$8,585.00
	ArcGIS Server Advanced Enterprise for Windows Up to Four Cores Upgrade from Advanced Workgroup Up to Two Cores	$25,755.00
5	**ArcGIS Server—Enterprise (Staging Server)**	
5	**Enterprise Advanced (Staging Server)**	
	ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	$19,563.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (up to four cores)	$5,000.00
	ArcGIS Server Enterprise Advanced Staging Server (additional cores)	$4,884.00
	Annual Maintenance for ArcGIS Server Enterprise Advanced Staging Server (additional cores)	$1,250.00
5	**Enterprise Standard (Staging Server)**	
	ArcGIS Server Enterprise Standard Staging Server (up to four cores)	$9,794.00
	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (up to four cores)	$2,500.00
	ArcGIS Server Enterprise Standard Staging Server (additional cores)	$2,442.00

	Annual Maintenance for ArcGIS Server Enterprise Standard Staging Server (additional cores)	$625.00
5	**Enterprise Basic (Staging Server)**	
	ArcGIS Server Enterprise Basic Staging Server (up to four cores)	$4,910.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (up to four cores)	$1,500.00
	ArcGIS Server Enterprise Basic Staging Server (additional cores)	$1,221.00
	Annual Maintenance for ArcGIS Server Enterprise Basic Staging Server (additional cores)	$375.00
5	**ArcGIS Server Extensions (Staging Server)**	
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	$4,884.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	$4,884.00
	ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (up to four cores)	$4,884.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	$4,884.00
	ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores)	$1,768.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (up to four cores)	$1,250.00
	ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	$1,221.00
	ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	$1,221.00
	ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (additional cores)	$1,221.00
	ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	$1,221.00
	ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores)	$442.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Data Interoperability Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Image Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Job Tracking Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Schematics Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Advanced Enterprise Geoportal Extension (additional cores)	$313.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	$4,884.00
	ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (up to four cores)	$4,884.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	$4,884.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	$4,884.00
	ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores)	$1,768.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (up to four cores)	$1,250.00

	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Image Extension (up to four cores)	$1,250.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (up to four cores)	$1,250.00
	ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	$1,221.00
	ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (additional cores)	$1,221.00
	ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	$1,221.00
	ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	$1,221.00
	ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores)	$442.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Data Interoperability Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Job Tracking Extension (additional cores)	$313.00
	Annual Maintenance for ArcGIS Server Staging Server Standard Enterprise Network Extension (additional cores)	$313.00
	Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Image Extension (additional cores)	$313.00
	Annual Maintenance ArcGIS Server Staging Server Standard Enterprise Geoportal Extension (additional cores)	$313.00
5	**ArcGIS Server Staging Server Upgrades**	
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (up to four cores)	$4,318.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (up to four cores)	$12,903.00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (up to four cores)	$8,610.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Standard (additional cores)	$1,074.00
	ArcGIS Server Staging Server Enterprise Basic Upgrade to Enterprise Advanced (additional cores)	$3,220.00
	ArcGIS Server Staging Server Enterprise Standard Upgrade to Enterprise Advanced (additional cores)	$2,146.00
5	**ArcGIS Server Staging Server Connections to Support ArcSDE 9.3**	
	ArcGIS Server Staging Server Read Write Server Connection for Enterprise	$455.00
	ArcGIS Server Staging Server Read Only Server Connection for Enterprise	$240.00
	Maintenance for ArcGIS Server Staging Server Read Write Server Connection for Enterprise	$75.00
	Maintenance for ArcGIS Server Staging Server Read Only Server Connection for Enterprise	$75.00
7	**ArcIMS**	
	ArcIMS 9.3 Full Use Deployment (up to two cores)	$4,318.00
	ArcIMS 9.3 Full Use Deployment (additional core — maximum four cores per server)	$2,146.00
	ArcIMS 9.3 Full Use Deployment (up to two cores) Maintenance	$1,000.00
	ArcIMS 9.3 Full Use Deployment (additional core) Maintenance	$500.00
	ArcIMS 9.3 Full Use Deployment Staging Server (up to two cores)	$2,172.00
	ArcIMS 9.3 Full Use Deployment Staging Server (additional cores — maximum four cores per server)	$1,074.00
	ArcIMS 9.3 Full Use Deployment Staging Server (up to two cores) Maintenance	$500.00
	ArcIMS 9.3 Full Use Deployment Staging Server (additional cores) Maintenance	$250.00

7	**ArcIMS Route Server**	
	ArcIMS Route Server (price per ArcIMS server—maximum four cores per server)	$2,601.00
	Annual Maintenance for ArcIMS Route Server (price per ArcIMS server—maximum four cores per server)	$600.00
8	**Business Applications Software**	
8	**ArcGIS Business Analyst (Single Use)**	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	$15,903.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	$11,611.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	$7,318.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	$15,903.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	$11,611.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	$7,318.00
	ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	$19,342.00
	ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	$13,757.00
	ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	$8,533.00
8	**ArcGIS Business Analyst (Concurrent Use)**	
	ArcGIS Business Analyst (National Dataset) Software and Data License and One Year Maintenance (per license)	$15,903.00
	ArcGIS Business Analyst (One Region Dataset) Software and Data License and One Year Maintenance (per license)	$11,611.00
	ArcGIS Business Analyst (One State Dataset) Software and Data License and One Year Maintenance (per license)	$7,318.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	$15,903.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	$11,611.00
	ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	$7,318.00
	ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (National Dataset) Software License and One Year Maintenance (per license)	$19,342.00
	ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One Region Dataset) Software License and One Year Maintenance (per license)	$13,757.00
	ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One State Dataset) Software License and One Year Maintenance (per license)	$8,533.00
	ArcGIS Business Analyst Segmentation Module with MRI Data One Additional Category License	$1,288.00
8	**Business Analyst Maintenance**	
	Annual Maintenance for ArcGIS Business Analyst (National Dataset) Software License (per license)	$14,795.00
	Annual Maintenance for ArcGIS Business Analyst (One Region Dataset) Software License and One Year Maintenance (per license)	$10,795.00

	Annual Maintenance for ArcGIS Business Analyst (One State Dataset) Software License and One Year Maintenance (per license)	$6,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (National Dataset) Software License (per license)	$14,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One Region Dataset) Software License (per license)	$10,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with Two MRI Categories (One State Dataset) Software License (per license)	$6,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (National Dataset) Software License (per license)	$18,000.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One Region Dataset) Software License (per license)	$12,795.00
	Annual Maintenance for ArcGIS Business Analyst Optional Segmentation Module with All MRI Categories (One State Dataset) Software License (per license)	$7,925.00
	ArcGIS Business Analyst Segmentation Module with MRI Data One Additional Category License Annual Maintenance	$1,200.00
8	**ArcGIS Business Analyst for Canada**	
	ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Single Use (per license)	$21,917.00
	ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	$21,917.00
	ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Single Use (per license)	$8,782.00
	ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance Concurrent Use (per license)	$8,782.00
	Annual Maintenance for ArcGIS Business Analyst for Canada (National Dataset) Software and Data License and One Year Maintenance (per license)	$20,400.00
	Annual Maintenance for ArcGIS Business Analyst for Canada (One Region Dataset) Software and Data License and One Year Maintenance (per license)	$8,160.00
8	**ArcGIS Business Analyst Segmentation Module**	
8	**Tapestry ZIP+4 Add-On**	
	ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On National License	$12,388.00
	ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On Regional License	$7,443.00
	ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On State License	$4,970.00
	Annual Maintenance ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On National License	$11,520.00
	Annual Maintenance ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On Regional License	$6,912.00
	Annual Maintenance ArcGIS Business Analyst Segmentation Module Tapestry ZIP+4 Add-On State License	$4,608.00
8	**ArcGIS Business Analyst Server**	
8	**ArcGIS Business Analyst Server Enterprise Advanced**	
	ArcGIS Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores)	$128,800.00
	ArcGIS Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core)	$32,219.00
	ArcGIS Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (up to four cores) Maintenance	$100,000.00
	ArcGIS Business Analyst Server Enterprise Advanced (includes ArcGIS Server) (additional core) Maintenance	$25,000.00

8	**ArcGIS Business Analyst Server Workgroup Advanced**	
	ArcGIS Business Analyst Server Workgroup Advanced (per server — minimum two cores, maximum four cores)	$64,413.00
	ArcGIS Business Analyst Server Workgroup Advanced (per server — minimum two cores, maximum four cores) Maintenance	$50,000.00
9	**Tracking Server**	
	Tracking Server for Windows (up to two cores)	$9,794.00
	Tracking Server for Windows (additional core)	$4,884.00
	Update Fee Tracking Server (up to two cores)	$2,000.00
	Update Fee Tracking Server (additional core)	$1,000.00
9	**Tracking Server (Staging Servers)**	
	Tracking Server Staging Server for Windows (up to two cores)	$4,910.00
	Tracking Server Staging Server for Windows (additional core)	$2,442.00
	Update Fee Tracking Server Staging Server (up to two cores)	$1,000.00
	Update Fee Tracking Server Staging Server (additional cores)	$500.00
10	**ArcGIS Image Server**	
	ArcGIS Image Server (up to four cores)	$8,610.00
	Annual Maintenance for ArcGIS Image Server (up to four cores)	$2,500.00
	ArcGIS Image Server (additional cores)	$2,146.00
	Annual Maintenance for ArcGIS Image Server (additional cores)	$625.00
10	**ArcGIS Image Server (Staging Server)**	
	ArcGIS Image Server Staging Server (up to four cores)	$4,318.00
	Annual Maintenance for ArcGIS Image Server Staging Server (up to four cores)	$1,250.00
	ArcGIS Image Server Staging Server (additional cores)	$1,073.00
	Annual Maintenance for ArcGIS Image Server Staging Server (additional cores)	$312.00
10	**ArcGIS Image Server Service Editor Desktop Deployment License**	
	ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	$2,146.00
	Annual Maintenance for ArcGIS Image Server—Service Editor Additional Service Editor Desktop Deployments	$625.00
11	**ArcLogistics**	
	ArcLogistics Single Use License	$6,893.00
	ArcLogistics Concurrent Use License	$17,195.00
	ArcLogistics Single Use Annual Maintenance	$1,600.00
	ArcLogistics Concurrent Use Annual Maintenance	$4,000.00
	ArcLogistics Tele Atlas Street Data North America — Single Use	$2,247.00
	ArcLogistics NAVTEQ Street Data North America — Single Use	$2,247.00
	ArcLogistics Tele Atlas Street Data Europe — Single Use	$2,247.00
	ArcLogistics NAVTEQ Street Data Europe — Single Use	$2,247.00
	ArcLogistics Tele Atlas Street Data North America — Single Use Annual Maintenance	$1,600.00
	ArcLogistics NAVTEQ Street Data North America — Single Use Annual Maintenance	$1,600.00
	ArcLogistics Tele Atlas Street Data Europe — Single Use Annual Maintenance	$1,600.00
	ArcLogistics NAVTEQ Street Data Europe — Single Use Annual Maintenance	$1,600.00
	ArcLogistics Tele Atlas Street Data North America — Concurrent Use	$5,580.00
	ArcLogistics NAVTEQ Street Data North America — Concurrent Use	$5,580.00
	ArcLogistics Tele Atlas Street Data Europe — Concurrent Use	$5,580.00
	ArcLogistics NAVTEQ Street Data Europe — Concurrent Use	$5,580.00
	ArcLogistics Tele Atlas Street Data North America — Concurrent Use Annual Maintenance	$4,000.00
	ArcLogistics NAVTEQ Street Data North America — Concurrent Use Annual Maintenance	$4,000.00
	ArcLogistics Tele Atlas Street Data Europe — Concurrent Use Annual Maintenance	$4,000.00
	ArcLogistics NAVTEQ Street Data Europe — Concurrent Use Annual Maintenance	$4,000.00

11	**ArcLogistics Navigator**	
	ArcLogistics Navigator—Single Use License (10– pack bundle)	$1,742.00
	ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (10–pack bundle)	$833.00
	ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (10–pack bundle)	$1,237.00
	ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (10–pack bundle)	$833.00
	ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (10–pack bundle)	$1,237.00
	Annual Maintenance for ArcLogistics Navigator—Single Use License (10–pack bundle)	$400.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ North America Data—Single Use License (10–pack bundle)	$600.00
	Annual Maintenance for ArcLogistics Navigator—NAVTEQ Europe Data—Single Use License (10–pack bundle)	$1,000.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas North America Data—Single Use License (10–pack bundle)	$600.00
	Annual Maintenance for ArcLogistics Navigator—Tele Atlas Europe Data—Single Use License (10–pack bundle)	$1,000.00
11	**Address Coder**	
	Address Coder Standard National—Per User License	$7,752.00
	Address Coder Standard Regional—Per User License	$5,606.00
	Address Coder Standard State—Per User License	$3,116.00
	Annual Maintenance for Address Coder Standard National—Per User License	$7,200.00
	Annual Maintenance for Address Coder Standard Regional—Per User License	$5,200.00
	Annual Maintenance for Address Coder Standard State—Per User License	$2,880.00
	Address Coder Premium National—Per User License	$12,903.00
	Address Coder Premium Regional—Per User License	$9,040.00
	Address Coder Premium State—Per User License	$5,176.00
	Annual Maintenance for Address Coder Premium National—Per User License	$12,000.00
	Annual Maintenance for Address Coder Premium Regional—Per User License	$8,400.00
	Annual Maintenance for Address Coder Premium State—Per User License	$4,800.00
	Tapestry Add-on National—Per User License	$8,267.00
	Tapestry Add-on Regional—Per User License	$4,970.00
	Tapestry Add-on State—Per User License	$3,322.00
	Annual Maintenance for Tapestry Add-on National—Per User License	$7,680.00
	Annual Maintenance for Tapestry Add-on Regional—Per User License	$4,608.00
	Annual Maintenance for Tapestry Add-on State—Per User License	$3,072.00
	Tapestry ZIP + 4 Add-on National—Per User License	$20,629.00
	Tapestry ZIP + 4 Add-on Regional—Per User License	$12,388.00
	Tapestry ZIP + 4 Add-on State—Per User License	$8,267.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on National—Per User License	$19,200.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on Regional—Per User License	$11,520.00
	Annual Maintenance for Tapestry ZIP + 4 Add-on State—Per User License	$7,680.00
11	**ESRI StreetMap Premium NAVTEQ Data**	
	United States - All usage types (per Desktop user/per year)	$6,085.00
	United States - All usage types (per Workgroup server/per year)	$30,325.00
	United States - All usage types (per Enterprise server/per year)	$75,775.00
	United States - All usage types (per additional 2 cores Enterprise server/per year)	$30,325.00
	United States - Display (per Desktop user/per year)	$1,237.00
	United States - Display (per Workgroup server/per year)	$6,085.00
	United States - Display (per Enterprise server/per year)	$15,175.00

	United States - Display (per additional 2 cores Enterprise server/per year)	$6,085.00
	United States - Geocode (per Desktop user/per year)	$1,843.00
	United States - Geocode (per Workgroup server/per year)	$9,115.00
	United States - Geocode (per Enterprise server/per year)	$22,750.00
	United States - Geocode (per additional 2 cores Enterprise server/per year)	$9,115.00
	United States - Route (per Desktop user/per year)	$3,055.00
	United States - Route (per Workgroup server/per year)	$15,175.00
	United States - Route (per Enterprise server/per year)	$37,900.00
	United States - Route (per additional 2 cores Enterprise server/per year)	$15,175.00
	State - All usage types (per Desktop user/per year)	$2,045.00
	State - All usage types (per Workgroup server/per year)	$10,125.00
	State - All usage types (per Enterprise server/per year)	$25,275.00
	State - All usage types (per additional 2 cores Enterprise server/per year)	$10,125.00
	State - Display (per Desktop user/per year)	$429.00
	State - Display (per Workgroup server/per year)	$2,045.00
	State - Display (per Enterprise server/per year)	$5,075.00
	State - Display (per additional 2 cores Enterprise server/per year)	$2,045.00
	State - Geocode (per Desktop user/per year)	$631.00
	State - Geocode (per Workgroup server/per year)	$3,055.00
	State - Geocode (per Enterprise server/per year)	$7,600.00
	State - Geocode (per additional core Enterprise server/per year)	$3,055.00
	State - Route (per Desktop user/per year)	$1,035.00
	State - Route (per Workgroup server/per year)	$5,075.00
	State - Route (per Enterprise server/per year)	$12,650.00
	State - Route (per additional 2 cores Enterprise server/per year)	$5,075.00
11	**ESRI StreetMap Premium Tele Atlas Data**	
	United States - All usage types (per Desktop user/per year)	$6,085.00
	United States - All usage types (per concurrent use Desktop/per year)	$15,175.00
	United States - All usage types (per Workgroup server/per year)	$30,325.00
	United States - All usage types (per Enterprise server/per year)	$75,775.00
	United States - All usage types (per additional 2 cores Enterprise server/per year)	$30,325.00
	United States - Display (per Desktop user/per year)	$1,237.00
	United States - Display (per concurrent use Desktop/per year)	$3,055.00
	United States - Display (per Workgroup server/per year)	$6,085.00
	United States - Display (per Enterprise server/per year)	$15,175.00
	United States - Display (per additional 2 cores Enterprise server/per year)	$6,085.00
	United States - Geocode (per Desktop user/per year)	$1,843.00
	United States - Geocode (per concurrent use Desktop/per year)	$4,570.00
	United States - Geocode (per Workgroup server/per year)	$9,115.00
	United States - Geocode (per Enterprise server/per year)	$22,750.00
	United States - Geocode (per additional 2 cores Enterprise server/per year)	$9,115.00
	United States - Route (per Desktop user/per year)	$3,055.00
	United States - Route (per concurrent use Desktop/per year)	$7,600.00
	United States - Route (per Workgroup server/per year)	$15,175.00
	United States - Route (per Enterprise server/per year)	$37,900.00
	United States - Route (per additional 2 cores Enterprise server/per year)	$15,175.00
	Small State - All usage types (per Desktop user/per year)	$934.00
	Small State - All usage types (per concurrent use Desktop/per year)	$2,298.00
	Small State - All usage types (per Workgroup server/per year)	$4,570.00
	Small State - All usage types (per Enterprise server/per year)	$11,388.00

Small State - All usage types (per additional 2 cores Enterprise server/per year)	$4,570.00
Small State - Display (per Desktop user/per year)	$530.00
Small State - Display (per concurrent use Desktop/per year)	$530.00
Small State - Display (per Workgroup server/per year)	$934.00
Small State - Display (per Enterprise server/per year)	$2,298.00
Small State - Display (per additional 2 cores Enterprise server/per year)	$934.00
Small State - Geocode (per Desktop user/per year)	$530.00
Small State - Geocode (per concurrent use Desktop/per year)	$707.00
Small State - Geocode (per Workgroup server/per year)	$1,389.00
Small State - Geocode (per Enterprise server/per year)	$3,434.00
Small State - Geocode (per additional 2 cores Enterprise server/per year)	$1,389.00
Small State - Route (per Desktop user/per year)	$530.00
Small State - Route (per concurrent use Desktop/per year)	$1,162.00
Small State - Route (per Workgroup server/per year)	$2,298.00
Small State - Route (per Enterprise server/per year)	$5,707.00
Small State - Route (per additional 2 cores Enterprise server/per year)	$2,298.00
Medium State - All usage types (per Desktop user/per year)	$1,237.00
Medium State - All usage types (per concurrent use Desktop/per year)	$3,055.00
Medium State - All usage types (per Workgroup server/per year)	$6,085.00
Medium State - All usage types (per Enterprise server/per year)	$15,175.00
Medium State - All usage types (per additional 2 cores Enterprise server/per year)	$6,085.00
Medium State - Display (per Desktop user/per year)	$530.00
Medium State - Display (per concurrent use Desktop/per year)	$631.00
Medium State - Display (per Workgroup server/per year)	$1,237.00
Medium State - Display (per Enterprise server/per year)	$3,055.00
Medium State - Display (per additional 2 cores Enterprise server/per year)	$1,237.00
Medium State - Geocode (per Desktop user/per year)	$530.00
Medium State - Geocode (per concurrent use Desktop/per year)	$934.00
Medium State - Geocode (per Workgroup server/per year)	$1,843.00
Medium State - Geocode (per Enterprise server/per year)	$4,570.00
Medium State - Geocode (per additional 2 cores Enterprise server/per year)	$1,843.00
Medium State - Route (per Desktop user/per year)	$631.00
Medium State - Route (per concurrent use Desktop/per year)	$1,540.00
Medium State - Route (per Workgroup server/per year)	$3,055.00
Medium State - Route (per Enterprise server/per year)	$7,600.00
Medium State - Route (per additional 2 cores Enterprise server/per year)	$3,055.00
Large State - All usage types (per Desktop user/per year)	$1,843.00
Large State - All usage types (per concurrent use Desktop/per year)	$4,570.00
Large State - All usage types (per Workgroup server/per year)	$9,115.00
Large State - All usage types (per Enterprise server/per year)	$22,750.00
Large State - All usage types (per additional 2 cores Enterprise server/per year)	$9,115.00
Large State - Display (per Desktop user/per year)	$571.00
Large State - Display (per concurrent use Desktop/per year)	$934.00
Large State - Display (per Workgroup server/per year)	$1,843.00
Large State - Display (per Enterprise server/per year)	$4,570.00
Large State - Display (per additional 2 cores Enterprise server/per year)	$1,843.00
Large State - Geocode (per Desktop user/per year)	$571.00
Large State - Geocode (per concurrent use Desktop/per year)	$1,389.00
Large State - Geocode (per Workgroup server/per year)	$2,752.00
Large State - Geocode (per Enterprise server/per year)	$6,843.00

	Large State - Geocode (per additional 2 cores Enterprise server/per year)	$2,752.00
	Large State - Route (per Desktop user/per year)	$934.00
	Large State - Route (per concurrent use Desktop/per year)	$2,298.00
	Large State - Route (Workgroup server/per year)	$4,570.00
	Large State - Route (per Enterprise server/per year)	$11,388.00
	Large State - Route (per additional 2 cores Enterprise server/per year)	$4,570.00
12	**Other Software**	
12	**MapIt**	
	MapIt Deployment Server License (per server)	$3,863.00
	MapIt Deployment Server License (per server)—Annual Maintenance	$900.00
12	**Maplex**	
	Maplex First Single Use License	$14,677.00
	Maplex Second Single Use License	$13,676.00
	Maplex Third Single Use License	$11,234.00
	Maplex Single Use License Annual Primary Maintenance	$3,750.00
	Maplex Single Use License Annual Secondary Maintenance	$1,500.00
12	**Production Line Tool Set (PLTS) for ArcGIS—Single or Concurrent Use**	
	Production Line Tool Set (PLTS) for ArcGIS—Mapping Agency Solution	$8,610.00
	Annual Maintenance for PLTS for ArcGIS—Mapping Agency Solution	$2,500.00
	PLTS for ArcGIS—Nautical Solution	$8,610.00
	Annual Maintenance for PLTS for ArcGIS—Nautical Solution	$2,500.00
	PLTS for ArcGIS—Defense Solution	$8,610.00
	Annual Maintenance for PLTS for ArcGIS—Defense Solution	$2,500.00
	PLTS for ArcGIS—Aeronautical Solution	$8,610.00
	Annual Maintenance for PLTS for ArcGIS—Aeronautical Solution	$2,500.00
	PLTS for ArcGIS—Foundation	$4,318.00
	Annual Maintenance for PLTS for ArcGIS—Foundation	$1,250.00
	Map Production System—Atlas	$2,213.00
	Annual Maintenance for Map Production System—Atlas	$625.00
13	**Mobile GIS**	
13	**ArcPad**	
13	**ArcPad 7.1**	
	ArcPad Single Use License	$450.00
	ArcPad 5.x/6.x Upgrade to 7.x	$146.00
13	**ArcPad 8.0**	
	ArcPad Single Use License	$626.00
	ArcPad Single Use License Annual Maintenance	$250.00
	ArcPad 5.x/6.x/7.x Upgrade to 8.x	$244.00
13	**StreetMap Mobile**	
13	**StreetMap Mobile—No Data**	
	StreetMap Mobile—No Data included (25–50 licenses)	$78.00
	StreetMap Mobile—No Data included (51–100 licenses)	$69.00
	StreetMap Mobile—No Data included (101–1,000 licenses)	$48.00
	StreetMap Mobile—No Data included (1,001 + licenses)	$24.00
13	**StreetMap Mobile—No Data Upgrades**	
	StreetMap Mobile—No Data included (25–50 upgrade licenses)	$78.00
	StreetMap Mobile—No Data included (51–100 upgrade licenses)	$69.00
	StreetMap Mobile—No Data included (101–1,000 upgrade licenses)	$48.00
	StreetMap Mobile—No Data included (1,001 + upgrade licenses)	$24.00
13	**StreetMap Mobile / ArcGIS Mobile—with Data Option**	

	StreetMap Premium Mobile Data (1–50 licenses)	$126.00
	StreetMap Premium Mobile Data (51–100 licenses)	$116.00
	StreetMap Premium Mobile Data (101–1,000 licenses)	$106.00
	StreetMap Premium Mobile Data (1,001 + licenses)	$76.00
14	**ESRI Developer Network (EDN)**	
	Annual License for ESRI Developer Network (EDN) without ArcView	$1,476.00
	EDN with ArcView Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	$1,959.00
	EDN with ArcEditor Single Use License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	$2,927.00
	EDN with ArcInfo Desktop License Bundle (includes 3D Analyst, Spatial Analyst, and Network Analyst extensions)	$3,894.00
14	**For Customers Who Already Subscribe to EDN**	
	Add-on ArcView to a Current EDN Single Use License—One per EDN License	$509.00
	Add-on ArcEditor to a Current EDN Single Use License—One per EDN License	$1,476.00
	Add-on ArcInfo Desktop to a Current EDN Single Use License—One per EDN License	$2,443.00
14	**Software Upgrades**	
	EDN with ArcView Upgrade to ArcEditor Single Use	$992.00
	EDN with ArcView Upgrade to ArcInfo Desktop Concurrent Use	$1,959.00
	EDN with ArcEditor Upgrade to ArcInfo Desktop Concurrent Use	$992.00
	Technical Support (10 calls) for ESRI Developer Network (EDN)	$2,000.00
	Instructor-Led Training (5 days) for ESRI Developer Network (EDN)	$2,200.00
15	**Software Media Kits and Hardware Keys**	
	Additional Install Kit for ArcGIS Desktop 9.3	$100.00
	Additional ArcGIS Hardware Key (USB)	$50.00
	Additional ArcGIS Hardware Key (Parallel)	$50.00

JANICE K. BREWER
Governor

DAVID RABER
Interim Director

ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 North 15th Avenue, Suite 104, Phoenix, Arizona 85007
(602) 542-5511 (main) (602) 542-5508 (fax)
http://www.azdoa/spo

DETERMINATION – COMPETITION IMPRACTICABLE

Contract or Solicitation Number:	**ADSPO10-00000131**
Date:	**June 22, 2010**
Description of Good/Service:	**ESRI Software and Support**
Contractor or Vendor Name (if applicable):	**ESRI**

Background of Situation\Need

ESRI provides GIS software used by several State agencies and cooperative partners. The State of Arizona has a Software VAR contract in place with Dell/ASAP, but ESRI is not a participant under the Software VAR contract. A determination of Competition Impracticable will enable a negotiated contract to be in place for the purchase of this type of software from its dominant supplier, and will provide a mechanism to support the ESRI software already in use by numerous state agencies and cooperative partners.

Justification

Because ESRI is, by far, the dominant leader in this software category and, because the State must have a contractual mechanism to support the ESRI software now in wide use among state agencies and our cooperative partners, it is impracticable to compete for this category of software. A negotiated agreement is in the best interests of the State.

Short Description

Competition Impracticable to enable a negotiated agreement with ESRI.

Full Description

A Determination of Competition Impracticable for the GIS software and related services and bundled hardware reflects the dominance of ESRI for this specific software category. In addition, there are numerous applications of ESRI products currently in use by state agencies and state cooperative partners. These applications must be supported upon the expiration of the current ESRI contract, AD040025.

Requested by

Maureen McGovern, Procurement Officer
Date signed: June 23, 2010

Approved by:

James Scarboro, Deputy Procurement Admin
Date signed:

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231

Shirley L. Dawson, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928)425-3231

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

Joseph T. Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 112111
WEATHERIZATION PROJECT NO. HH 5410

AMENDMENT #1

Effective November 30, 2011, Gila County and Rodriguez Construction Inc. entered into an agreement whereby the contractor agreed to provide construction services for weatherization project HH5410.

Amendment No. 1 to the agreement will provide for the decommissioning and replacement of the porch on the north side of the structure. There is severe deterioration of wood as well as deterioration of footings of the wall structure.

Cost for additional work will be $5,099.52 bringing the total cost of the project to $14,895.52.

All terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 28th day of December, 2011.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 12/27/11

RODRIGUEZ CONSTRUCTION INC.

Contractor Signature

Arturo I. Rodriguez
Print name

Date: 12-27-11

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
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Shirley L. Dawson, District III
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DIVISION OF HEALTH AND EMERGENCY SERVICES
5515 S. APACHE AVE, SUITE 300, GLOBE, AZ 85501

PROFESSIONAL SERVICES AGREEMENT
MEDICAL CONSULTING SERVICES

THIS AGREEMENT, made and entered into this **1st** day of **January**, **2012**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County,** and **Michael Durham, M.D.**, of the City of Globe, County of Gila, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: That the Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor agrees to provide Medical Consulting Services for the Gila County Health and Emergency Services Department. In the performance of his duties under the provisions of this agreement, it is mutually understood and agreed that the Contractor, his agent(s), employee(s), and subcontractor(s), is at all times acting and performing as an independent contractor.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses/certifications and agrees that he posses experience as a physician. If at any time during the term of the contract the Contractors licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Contractor is an independent Contractor of the County and agrees that he shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

- ***DUTIES AND RESPONSIBILITIES***

The Contractor shall provide duties as follows:

A. Sign routine standing orders and review medical protocols to include, but not be limited to:
   1. Preventable disease immunizations to include influenza vaccine

2. Tuberculosis control
3. Anaphylaxis treatment
4. Venous/capillary blood collection
5. Provide for testing, diagnosis and treatment of sexually transmitted disease clients
6. Child and adult health
7. Environmental health
8. Nutritional services
9. Communicable disease investigation
10. Emergency Preparedness
11. Monthly well child clinics held in Globe
12. HIV services
13. Nursing services
14. Maternal/child health services
15. Rabies control services
16. Monthly STD clinic held in Globe
17. Reproductive health/family planning
18. Other services as they arise

B. Be available to:
   1. Provide input on community health matters.
   2. Act as liaison with county physicians/medical providers in medical matters.
   3. Work with Office of Health staff to develop protocols as necessary.
   4. Backup coverage when available for long periods of time.
   5. Provide contact phone numbers, locations as needed.

C. On a monthly basis hold Well Child Clinics and STD Clinics.
   1. The contractor will only be paid for scheduled clinics that he attends.

Gila County shall provide:

A. Work space for Contractor in Office of Health.
B. Transportation as indicated for Office of Health business.
C. Per Diem and travel reimbursement as indicated per County policy.
D. Necessary/required Emergency Preparedness/Public Health continuing education.

- ***EMERGENCY PREPAREDNESS***

The Contractor shall be available for consultation requests from the County staff, for issues or events related to Preparedness and Response to acts or suspected acts of Bioterrorism, which may require a physician's expertise.

ARTICLE II – FEES: For the services provided by the Contractor under this agreement, financial compensation from the County will be as follows:

$50 per child for "Well Child" clinics	
TB Services	$300.00/month
Malpractice Insurance	$300.00/month
STD Clinic, Globe	$300.00/month, for each month a clinic is held

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

ARTICLE IV - INDEMNIFICATION CLAUSE: The Contractor agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Contractor to indemnify the County to the extent permitted under Arizona Law.

ARTICLE V – INSURANCE REQUIREMENTS: The Contractor agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance, general liability insurance and other insurance(s) as requested by the County and listed below, with reputable insurance companies acceptable to the County under this agreement. The Contractor agrees to provide coverage equal to or greater than the limits as set forth herein. The Contractor agrees to provide the County with certificates evidencing the coverage specified.

1. Medical Professional Liability insurance in the amount of $1,000,000.00 per incident
2. Commercial General Liability insurance in the amount of $145,000.00 per incident.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor 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 VIII – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE IX – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and A.R.S. § 35-391.06(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 X – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE XI – TERM: The term of the contract shall commence on January 1, 2012 and continue in full force and effect up through and including December 31, 2012, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE XII – PAYMENT: Contractor shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed **$ 15,000.00** for the contract term without prior written approval from the County.

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

The Contractor 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

Invoices
All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, 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 MANAGER

1/4/22

Don E. McDaniel Jr.

CONTRACTOR

Michael R. Durham, M.D.

M. Durham M.D.

Print Name

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
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SERVICE AGREEMENT NO. 120911

WEATHERIZATION PROJECT NO. HH#3594

THIS AGREEMENT, made and entered into this 4th day of January, **2011**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Noble Building LLC, of the City of Payson, 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#3594 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.

Scope of Work: Refer to Exhibit "A" made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Exhibit "A"

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 "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 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 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. § 35-393.06(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 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 March 31, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 5,070.22** 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 **Contract No. 120911**, 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: 1/4/12

Building LLC

NOBLE ~~CONSTRUCTION~~

Signature

J. Byron Tanenhaus

Print Name

Date: 12-19-11

APPROVED AS TO FORM

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

Exhibit "A"

NOBLE BUILDING, L.L.C.
236 W. Thompson Road
PAYSON, AZ 85541

Estimate

11/22/2011

HH# 35941

Description	Total
1) Install new LG/Fujitsu 13 SEER 115V 12KBTU Mini Split Heat Pump. New unit to include manual J calculations, new thermostat and all electrical connections.	4,001.14T
2) Infiltration	480.00T
3) Install sun screens, 1 on east wall, 1 on west wall (Total of 2) screen material to be 80% UV or better	134.40T
4) Remove a/c window unit and install new plexi glass in existing window frame	216.00T

Thank you

Subtotal	$4,831.54
Sales Tax (4.94%)	$238.68
Total	$5,070.22

Phone # (928) 478-0059 Fax # (928) 478-4514 noblebuildingllc@yahoo.com

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

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

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

SERVICE AGREEMENT NO. 121511

WEATHERIZATION PROJECT NO. HH #8258

THIS AGREEMENT, made and entered into this 4th day of January, **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 #HH8258, 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.

Scope of Work: Refer to attached Exhibit "A". By mention the exhibit is made a binding part of the agreement.

Contractor Fee's: Refer to Exhibit "A"

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 "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 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 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. § 35-393.06(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 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 April 21, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 12,127.30** for completion of the projects 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 **Contract No. 121511**, 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: 1/4/12

RODRIGUEZ CONSTRUCTION INC.

Signature

ART RODRIGUEZ

Print Name

Date: 12-15-11

APPROVED AS TO FORM

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

EXHIBIT "A"

RODRIGUEZ CONSTRUCTIONS, INC.

547 SOUTH EAST STREET
GLOBE, ARIZONA 85501
Res. #ROC247371B / Comm. #ROC247372B-01
Res./Comm. #ROC247373K-42
Office - (928) 425-7244
Fax - (928) 425-5337
rodriguezconst@hotmail.com

August 31, 2011

TO: Gila County Community Services
ATTN: Gabe Eylicio

Rodriguez Constructions, Inc. hereby proposes to submit a scope of work for the above-referenced job.

- **A/C System** – A 14 SEER 60,000 BTU gas pack manufactured by RUUD will be installed on roof top. One (1) new 230V electrical circuit will be ran from SEP to service disconnect. A new plenum with a return system will have to be fabricated. Condensation line will be installed. Installation will include new digital thermostat. Rodriguez will remove evaporative cooler and space heater accordingly.
  1) A new gas pack will be sized to the home per ACCA Manual J, Residential Load.
  2) Install and vent the unit per the manufacturer's instructions (PMI).
  3) Electrical supply will be a dedicated circuit with a switch at the unit.
  4) The temp rise and match to unit will be checked (PMI).
  5) All provisions of this item must be met to warrant payment.
  6) Reduce room pressures in bedrooms

Total labor and materials: $6,950.00

- **Shade Screens:** Install five (5) shade screens. One (1) screen on the south side of the house and four (4) screens on the west side of the house.

Total labor and materials: $325.00

- **Insulation-Attic:** The ceiling (1,060 sq ft) will be insulated to raise the R-value to an R-38.

Total labor and materials: $1,060.00

- **Infiltration:** Shell Sealing

Total labor and materials: $400.00

- **Water Heater**: It will be necessary to replace the existing water heater with a new 40 gallon gas water heater. Also to be included will be a new water flex line, nipples, PNT drain line, gas flex line and shut off valve. In addition the cabinet will have to be sealed.

Total labor and materials: $1,450.00

- **Stove:** We will replace with a new gas stove that will be self cleaning and have sealed burners.

Total labor and materials: $850.00

"A ROOF DONE RIGHT IS WATER TIGHT"

RODRIGUEZ CONSTRUCTIONS, INC.

547 SOUTH EAST STREET
GLOBE, ARIZONA 85501
Res. #ROC247371B / Comm. #ROC247372B-01
Res./Comm. #ROC247373K-42
Office - (928) 425-7244
Fax - (928) 425-5337
rodriguezconst@hotmail.com

August 31, 2011

TO: Gila County Community Services
ATTN: Gabe Eylicio

- **AC Removal:** Through the wall AC will be removed. This opening will be framed, insulated and sealed on both interior and exterior sides.

Total labor and materials:	$280.00
Subtotal:	$11,315.00
Administrative Fees:	$100.00
Sales tax 6.24%:	$712.30
Total Contract amount:	**$12,127.30**

Respectfully Submitted,

/s/ Art I. Rodriguez

Art I. Rodriguez

"A ROOF DONE RIGHT IS WATER TIGHT"

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

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

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

SERVICE AGREEMENT NO. 122111

NEW 14' DUMPING FLATBED BODY

THIS AGREEMENT, made and entered into this 4th day of January, **2011**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Drake Equipment, 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 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of the materials, labor and installation of a new dumping flatbed truck body in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Fleet Manager or designee.

Scope of Work: Refer to attached "Exhibit A", by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to "Exhibit A".

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. 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 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 "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 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 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 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. §35-393.06(B) and 35-391.06(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 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– TERM: Contract shall be effective date signed by the County Manager and expires February 13, 2011.

ARTICLE 10 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 10,838.32** 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
- 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 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: 1/4/12

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

DRAKE EQUIPMENT

Contractor Signature

Print Name

Date: 12/22/11

EXHIBIT "A"

REQUEST FOR QUOTE
GILA COUNTY

JOB/PROJECT DESCRIPTION

Provide and install a new 14 foot (14') dumping flatbed body with removable stake sides on County vehicle.

Technical questions shall be directed to John Root, Fleet Manager, 928-200-1580.

Submit responses to vbejarano@co.gila.az.us, by 3:00 pm, Tuesday, December 13, 2011.

Vehicle Description:

- 2000 Chevy 3500
- 15,000 lb.
- GCVW DRW
- Dual factory fuel tanks
- 108" CA and 50" after axel

Flatbed Specifications:
Please explain if providing a different specification than described.

Description New 14' Dumping Flatbed Body	Meets Specifications
14' x 96" x 1/8" tread plate with louvered bulkhead	CONFORMS
Structural Channel Longsills & Cross members	
Full length rub rail with stake pockets	
Mud Flaps	
DOT Lighting	
ICC Bumper	CONFORMS
Rear Apron	
8-Recessed (flush) tie downs in the deck.	
4 tie downs on each side evenly spaced, 4" in from the side	

Removable 42" city stakes	
	CONFORMS
Semi automatic manual roll tarp	
Electric over hydraulic hoist	
72' x 18" x 18" lockable weather tight tool box mounted on curb side	CONFORMS
Tool box installed with frame brackets.	
Brake controller	
10,000 lb. receiver hitch	
7 way trailer light connector	

TOTAL COST FOR FLATBED
AND INSTALLATION $ 10,838.32

Total cost shall include all applicable taxes. No taxes shall be levied on labor.

Contractor Name: Drake Equipment

Contractor Address: 2235 S. 19th Ave Phx AZ 85009

Contractor Phone #: 602-278-2552 Email Address: Stephanie@Drakeequipment.Com

Awarded contractor will be required to sign a Gila County Service Agreement prior to start of work.

THANK YOU

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

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

SERVICE AGREEMENT NO. 122611

WEATHERIZATION PROJECT NO. HH #6337

THIS AGREEMENT, made and entered into this 4th day of January, **2012**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and **Gila Energy Management**, 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 6337, 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.

Scope of Work: Refer to attached Exhibit A by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Exhibits A

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 "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 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 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. § 35-393.06(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 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 April 21, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 396.08** for completion of the projects 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 **Agreement No. 122611**, each which shall 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: 1/4/12

GILA ENERGY MANAGEMENT

Signature

Gerald I. Philpot sr.

Print Name

Date: 12/29/2011

APPROVED AS TO FORM

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

Exhibit "A"

1686

Weatherization
Air Conditioning — Heating
Evaporative Cooling — Appliances

GILA ENERGY MANAGEMENT

Commercial and Residential
ROC C39R - 216565
(928) 425-2797
MAILING ADDRESS
P.O. Box 2215 CLAYPOOL, AZ 85532

BILL TO: Diane Ross Jol-

NAME Gila County Housing Service	
STREET 5515 S. Apache	DATE 12/9/2011
CITY Globe, AZ.	PROMISED
PHONE 5-7631	CALL BEFORE ☐ A.M. ☐ P.M.
TECHNICIAN Jerry	AUTHORIZED BY

HH # 6337

Remarks	Quan	Material	Unit	Extension
Replaced fan switch,	1	110-20 Fan switch		70.10
thermostat and filter	1	WR-T stat		64.00
on heater.	1	Hog hair filter		22.00
Test Run good				
FILTERS X BELTS X				
FILTERS X BELTS X				

TERMS
I have authority to order the work outlined above which has been satisfactorily completed. I agree that Seller retains title to equipment/materials furnished until payment Is made. If payment is not made as agreed. Seller can remove said equipment/materials at Seller's expense. Any damage resulting from said removal shall not be the responsibility of Seller.

Customer Signature _____ Date _____

A pressure test will be done on your gas piping system. If there are leaks in the piping it is the responsibility of the home owner to have all necessary repairs found and fixed.

☐ REGULAR ☐ WARRANTY

☐ SERVICE CONTRACT

Thank You

TOTAL SUMMARY

Total materials	156	10
Total labor	225	00
Travel charge		
Tax	14	98
TOTAL	396	08

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

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

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

SERVICE AGREEMENT NO. 122711

WEATHERIZATION PROJECT NO. HH #3450, #4978

THIS AGREEMENT, made and entered into this 4th day of January, **2012**, 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 Projects 3450 and 4978, 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.

Scope of Work: Refer to attached Exhibits A and B. By mention the exhibits are made a binding part of this agreement as set forth herein.
Exhibit "A" HH# 3450, Exhibit "B" HH# 4978

Contractor Fee's: Refer to Exhibits "A & B"

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 "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 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 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. § 35-393.06(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 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 April 21, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 29,452.32** for completion of the projects 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 **Agreement No. 122711**, each which shall 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: 1/4/12

RODRIGUEZ CONSTRUCTION INC.

Signature

Arturo I. Rodriguez
Print Name

Date: 12/28/11

APPROVED AS TO FORM

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

Gila County Housing Services
5515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

Exhibit "A"

HHH-3450

RESPEC
Work Summary

Case Number: **CDBG**

BID TOTAL $: 77,540.00

Property Information:

BID OPENING DATE

CONTRACTOR INFORMATION

Jurisdiction: City of Globe
Target Area: Down Town Area
Census: 4.5
Owner:

Name: RODRIGUEZ CONSTRUCTIONS, INC.
Address: P.O. BOX 13
MIAMI AZ 85539

Globe AZ 85501
Phone:
Mobile:

Voice: 928-425-7244
Fax: 928-425-5337
email: RODRIGUEZCONST@HOTMAIL.COM

Contractor Signature: [signature] Date: 9-6-11

Main Structure
Unit Info:
Single Family

Owner

$50,000 to City of Globe
$27 540 to Gila County
CDBG-174-10-02 CDBG10-04 02-02

[signature]

Interior | Main Structure | Single Family |House |General Requirments

1 0000000000 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 0000000001 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 0000000002 0 ea 0 $_____

Performance

All work is to comply with Current IRC, or Gila County Building code, Performance Manual guidelines and or local and Weatherization building standards, electrical and plumbing codes with inspections and permits when applicable.
All work to be done in a quality and professional 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.

NOTE: blower doors audits on home are required to be performed by contractor and verified by housing

4 0000000003 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 | Main Structure | 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 | Main Structure | Single Family |House |Plumbing Repairs

6 0130010003 0 LF 0 $_____

Repair Water Lines

Remove any defective lines and shut offs flex lines hose bibs ect. make sure that we have proper flow

rates. All work needs to conform 2004 plumbing codes.

7	0130020006	0 LF	0	$

Repair Drain Lines

Remove any defective lines and replace to conform to 2004 plumbing code.

8	01300440	0 1	0	$

Replace both toilets

Remove and dispose of old toilets;
Replace with new toilets and shut off valves and flex lines ect for both bathrooms.(Mansfield 137-164, Sterling 402315 or similar)Install to code as per Performance Manual guidelines.

9	0130040001	0 NO	0	$

Install Faucets

Install new washer less faucets to code. Faucet must be water conserving type,(Moen Delta or pre approved by housing service) with max. flow rate of 2.2 GPM at 60psi. Client has input on style.

10	0130040014	0 NO	0	$

Install Tub/Shower Combination rm 12

Install tub and surround wall unit 1,2 or 3pice units (Lasco, Sterling or approved equal unit) as per Performance Manual guidelines and local code.
Owner to have imput on style of unit.
Include an anti-scald valve on shower. (This line item is to include all fixturesMoen Delta or pre approved by, supply and waste lines normally associated with tub/shower installations.)

11	0130040008	0 NO	0	$

Replace Vanity w/Sink rm 12

Remove old vanity w/sink and replace with new to code.
Install new vanity w/sink to code complete. (allowance of up to $240.00 for vanity and top, Customer is to have a choice in style and color)
Include trap, faucets, shut off valve, pop-up drain, caulk, etc.Faucet must be of water conserving type with max. flow rate of 2.2 GPM at 60 psi.

12	0130040011	0 NO	0	$

Install Kitchen Sink

Install new stainless steel double bowl sink with faucet assembly, trap, shut off valve, basket, and caulk seal at countertop.

Interior | Main Structure | Single Family |House |Roof Repairs

13	0070020003	0 SF	0	$

Replace Sheathing

Remove all defective sheathing and replace to match existing. Pull all nails and prepare rafter surface. Install at right angles to rafters; nail every 10" at center, and every 6" on edge.f

14	0070010001	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 24gage Standing seam medal roofing white or light almond, all new metal drip edge, Valley metal, Vent boots, and Rain gutters as needed to match in color and gage.

NOTE: IF EXISTING SHEATHING OR STRUCTURAL MEMBERS ARE DETERIORATED, ROTTED,

DAMAGED, NON- EXISTING, T... CONTRACTOR MUST REMOVE AN... REPLACE AND HAVE INSPECTED AFTER REPLACED PRIOR TO ROOF MATERIALBEING INSTALLED.

"THIS IS DIRECTLY SPECIFIED IN THE WORK WRITE-UP."

15	0070030002	0 LF	0	$_____

Install New Gutters and Downspouts

Install new white or almond seamless spouting and calculated number of outlets and downspouts to accommodate maximum water volumes.
Also install concrete splash blocks or tie into existing storm lines at each downspout exit to minimize erosion.

16	0070030016	0 SF	0	$_____

Repair Chimney

Remove all damaged material and replace with new that meets all code requirements. Structure shall be structurally sound.

17	0010060006	0 LF	0	$_____

Replace Fascia and Box Eves

Remove and dispose of all existing fascia and replace with new 2 x 6 material to match existing. Prime all sides before installation. Box all eves so fascia extends below boxing, Caulk all seams and nail with galvanized nails or screws.

Interior | Main Structure | Single Family |House |Electrical

18	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 all bulbs with cfls.
5) Bathroom and laundry to each have a **minimum of one 20 amp dedicated** circuit.
6) Replace kitchen light fixture with new t-8 fixtures.

Bring other hazards to the rehab specialists attention such as old and defrayed wiring, light fixtures that do not work after replacing bulbs etc. .

Interior | Main Structure | Single Family |House |Attic

19	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.

Interior | Main Structure | Single Family |House |Exterior Side Walls

20	0010010017	0 LF	0	$_____

Replace Stud Wall Framing

Remove existing stud wall (in laundry room) and replace. Build stud wall from floor to ceiling with construction grade 2"x 4" material, 16" OC using 2"x 4" top and bottom plates. Standard 3 stud corners shall be used and all openings shall be headed with framing material on edge size to meet load and span.

Note: is a load bearing wall, and may need roof joist as well prior to sheathing and roofing.

21	0010120121	0	0	$

Patch holes

Patch holes in the stucco and sheet rock in all walls, ceilings and specified areas.
where window a/c units are cut into walls, any holes and gaps between block and framed walls, around all doors and windows ect, this includes all work that is needed to comply with lead requirements.

22	0040030002	0 SF	0	$

Repair Stucco

Remove damaged materials to solid surface, wet surface and stucco to match existing surface. Two coat process shall be used.

Interior | Main Structure | Single Family |House |Doors

23	0010090006	0	0	$

Install 4 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 to owner's preference keep all doors the same size.

Note: Refer to lead inspection

Interior | Main Structure | Single Family |House |Windows

24	0010100028	0	0	$

Replace aluminum windows

Replace the old windows with aluminum framed, double pane single hung sliders. All trim work inside and out to be included. Prime and paint all work.

Note: Refer to lead inspection.

Interior | Main Structure | Single Family |House |Floor

25	0010140014	0	0	$

Repair floors as needed include under layment

Make all necessary repairs to floors and include any underlayment.

26	0010140014	0	0	$

Repair floor around toilet

Pull toilet up, repair the floor. Install a bolt down set, wax ring and reconnect water supply.

27	0030010006	0 SF	0	$

Replace Sheetgoods

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)
Include all cove base trim to provide neat finished appearance.
Customer to have choice of color and style

.

28	0030010008	0 SF	0	$

Replace Carpet

Remove and properly dispose of existing carpeting; prepare surface andinstall new carpet with backing and cushioning pad as per manufacturer's recommendation. Include needed chrome threshold strips. (Material allowance of $21.00 a square yard.)

Interior | Main Structure | Single Family |House |Cabinets

29 0090040004 0 SF 0 $_____

Remove Ceramic Tile

Remove all ceramic tile back splash and repair surface beneath smooth, ready to receive new covering.

30 0010030001 0 LF 0 $_____

Install Base and Wall Cabinets and Countertop

Provide and install new midline series "Kraft Line", "Kitchen Kompact", "American Woodmark", or approved equal base and wall cabinetry. All work to be level, plumb,and true. Cabinets are to be attached to studs in the wall. Seal air tight all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. (Cabinet fronts are to be made of the flat panel/rail design vs. the raised panel type, and wood fronts vs. particleboard fronts.)

Install formica or Wilsonart laminated countertops, securely attached to cabinets. All work to be level, plumb, and true. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. Also attach cabinets to studs in walls. Caulk all seams where countertop meets walls

Interior | Main Structure | Single Family |House |Ceiling

31 0010200202 0 0 $_____

Repair the ceiling.

Repair or install new ceiling(s) thru out the complete home with correct sheet rock taped and textured to match the interior walls. prim all work.

Interior | Main Structure | Single Family |House |Interior Walls

32 0090010002 0 SF 0 $_____

Repair Drywall

Cut out any water damaged and all affected areas and or missing drywall, install new material flush with existing surface, tape all joints and finish with 3 coat process.
Prepare surface with quality drywall prime coat ready for paint. Sherwin Williams, Dulux, Sears or approved equal.

33 0090010008 0 SF 0 $_____

Install Waterproof Drywall

Install greenboard waterproof drywall and tape all joints; finish 3 coat process. As needed around wet walls

Prepare surface with quality drywall prime coat ready for paint. Sherwin Williams, Dulux, Sears or approved equal.

34 0010120121 0 0 $_____

Patch holes

Patch holes in the sheet rock in all walls, ceilings and specified areas. Tapped and textured then prim to match existing.

Interior | Main Structure | Single Family |House |Mechanical

35 0120010004 0 NO 0 $_____

Remove Furnace System Complete w/Ductwork etc.

Install new furnace as specified including clean out removal of furnace, ductwork, thermostat, registers, flue liner and main disconnect to code.****(Flu liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)
Install a new 90+% AFUE, *ENERGY STAR* rated furnace and themostat as specified including, ductwork, thermostat, registers, and main disconnect to code.
1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. **This item will be considered incomplete and not paid without sizing specifications.**
2) install and vent the unit per manufacturer's instructions (PMI)
3) electrical supply must be a dedicated circut with a switch at the unit.
4) unit must have a minimum 30 inch front clearance, when installed.
5) check the gas input to the unit
6) check the temp. rise and match to the unit (PMI)
7) recheck for gas leaks
All furnace work must meet or exceed NFPA #54, as well as any other local codes
Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.
size all ducts for best performance (PMI) and manual "J" for sizing and number of registers.
1) all joints in return air and supply ducts must be sealed
2) install a filter chamber with a cover

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

36	0120050006	0 ea	0	$_____

Install a 4 Ton A/C unit to existing furnace

Install new A/C system to the new furnace, per manufactures instructions. Include 14 Seer Condenser (duel phase) and Cased coil, new thermostat, dedicated electrical breakers, installed to code.

1) size the new A/C system to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the design load and your proposed unit size.
2) electrical supply must be a dedicated circut.

All furnace work must meet or exceed NFPA #54, as well as any other local codes

Repair the existing ductwork for best possible efficiency,
1) all joints in return air and supply ducts must be sealed to meet weatherization requirements.
2) install a filter chamber that accepts standards size filters and supply home owner with 2 new filters.

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan. Also all work must be tested to meet wap requirements!

Interior | Main Structure | Single Family |House |Painting

37	0100010019	0	0	$_____

Paint interior of the house.

Paint interior using Lead Safe Practices. Scrape all loose paint, fix damaged areas, then prime and paint all interior of the house.
Home owner to decide one color.

38	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 specified by home owner in complete house painting. Main body must be light color of home owners choice pre approved by housing services and trim of any color home owners choice.

Total for: House $_____

Total for: Interior $_____

Job Total Cost: $_____

XRF POSITIVE SUMMARY REPORT

Address: [illegible], Globe, Arizona 85501 [illegible]

Sample	Area	Room Equivalent	Side Tested	Component	Substrate	Condition	Color	Lead	Results	Quantities (Including Sides) Per Area	Comments
10	Exterior	01 Exterior	A	Door Lintel	Metal	Poor	Blue	1.48	Positive	1 Each	
17	Exterior	01 Exterior	A	Window Lintel	Metal	Poor	White	2.28	Positive	3 Each (A,D)	
64	Interior	02 Family Room	A	Door Lintel	Metal	Fair	Brown	2.37	Positive	1 Each	
73	Interior	02 Family Room	A	Window Lintel	Metal	Poor	Blue	1.31	Positive	2 Each (A, D)	
128	Interior	06 Kitchen	D	Backsplash	Ceramic Tile	Intact	Brown	14.96	Positive	30 Sq. Ft. (A,C,D)	
215	Interior	12 Bathroom	C	Tub	Metal	Intact	White	5.95	Positive	1 Each	

Exhibit "B"

RODRIGUEZ CONSTRUCTIONS, INC.

547 SOUTH EAST STREET
GLOBE, ARIZONA 85501
Res. #ROC247371B / Comm. #ROC247372B-01
Res./Comm. #ROC247373K-42
Office - (928) 425-7244
Fax - (928) 425-5337
rodriguezconst@hotmail.com

December 13, 2011

TO: Gila County Housing
Attn: Malissa Buzan

HH 4978

Rodriguez Constructions hereby proposes to submit an estimate to perform the following work:

Replace two (2) roof decks at rear of home. All existing roof materials will be removed to the wood decking. Any wood found to be deteriorated will be replaced at no additional cost. New materials to consist of 2" low- rise, 75# fiberglass base sheathing to be mechanically fastened. Final application to consist of a 4.5 MIL APP (Actatic Polypropylene) roof system.

Subtotal Total labor and materials:	$1,800.00
Sales tax 6.24%	$112.32
Total Contract amount:	**$1,912.32**

ACCEPTANCE OF PROPOSAL

Signature _____ Date _____

Respectfully Submitted,

Art I. Rodriguez

Art I. Rodriguez

* 50% deposit is required to purchase materials in order to commence work. Remaining balance is due in full upon project completion unless otherwise specified by Rodriguez Constructions, Inc. prior to signing of contract. This proposal/bid will be in effect for 30 days from above stated date.

"A ROOF DONE RIGHT IS WATER TIGHT"

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

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

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

SERVICE AGREEMENT NO. 122811

WEATHERIZATION PROJECT NO. HH7112

THIS AGREEMENT, made and entered into this 4th day of January, **2012**, 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, LLC**, 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 7112, 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.

Scope of Work: Refer to attached Exhibit A by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Exhibits A

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 "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 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 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. § 35-393.06(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 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 April 21, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 1,994.20** for completion of the projects 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 **Agreement No. 122811**, each which shall 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: 1/4/12

MOUNTAIN RETREAT BUILDERS, LLC.

Signature

John O'Donnetto

Print Name

Date: 12-28-2011

APPROVED AS TO FORM

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

Exhibit "A"

ESTIMATE

Mountain Retreat Builders, LLC.
ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

DATE: DECEMBER 19, 2011

PROJECT: HH# 7112

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

	DESCRIPTION		AMOUNT
1	Extra Cost due to the following : Install new Gas line and clean up electrical in attic for Gas Furnace Set		$1,820.00
	Tax @ 9.6		$174.72
	Job to be completed to local codes and regulations per Gila County and the State of Arizona. All work to be done in a quality and workman like manor consistent with Weatherization guidelines.		
		TOTAL	$1,994.20

Make all checks payable to Mountain Retreat Builders, LLC
Overdue accounts subject to a service charge of 1% per month.

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
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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. 123011

WEATHERIZATION PROJECT NO. HH8168, HH8521

THIS AGREEMENT, made and entered into this 24th day of January, **2012**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and **Green Tree Construction**, 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 Projects 8168 and 8521, 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.

Scope of Work: Refer to attached Exhibits "A" and "B" by mention made a binding part of this agreement as set forth herein.
Exhibit "A" HH8168 and Exhibit "B" HH8521

Contractor Fee's: Refer to Exhibits A and B

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 "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 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 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. § 35-393.06(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 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 April 21, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 8,444.56** for completion of the projects 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 **Agreement No. 123011,** each which shall 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.

Don E. McDaniel Jr., County Manager

Date: 1/4/12

GREEN TREE CONSTRUCTION

Gerald L. Philpot Sr.

Signature

Gerald L. Philpot Sr

Print Name

Date: 11/29/2011

APPROVED AS TO FORM

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

Exhibit "A"

Green Tree Construction

Proposal for work

This proposal is based on the results of the energy audit performed 11/28/2011 on the HH # 8168, , Globe ,Az 85501.

1) Replace the old heating and cooling system with a 14 seer 3 Ton ac. with a 75 k B.T.U. 90% + heater. With new line sets and digital T Stat. Will also seal all supply registers and seal off all existing return air registers. Will cut in a new return air to furnace closet and install a pass thru 20x20 vent in door. Will also seal the furnace closet. $5,700.00

2) Install 5 sunscreens on home. $150.00

3) Reduce infiltration by 1000 C.F.M. $400.00

4) Seal water heater cabinet. $ 125.00

Sub Total	$ 6375.00
Tax	$ 397.80
Total	$ 6772.80

Exhibit "B"

Green Tree Construction

Proposal for Work

This proposal is for replacing the heating system for
Globe, AZ 85501. HH# 8521

1) Will replace the old heater with a new 80% efficiency 80K B.T.U. Heater. Will replace the old Tstat and install a new gas valve and flex line to heater.

Materials and labor	$1,600.00
Tax	$ 71.76
Total	$ 1,671.76

Maintenance Agreement Invoice

INTERSTATE
Copiers • Fax • Computers
Thatcher ★ ★ Silver City ★ Las Cruces

Interstate Copy Shop
P.O. Box 730 • 3776 Main Street • Thatcher, AZ 85552• (928) 428-3357

Account No.	
P.O. / Cust. Order No.	
Contract No.	AZ 2242

Bill To:

Name	GILA COUNTY ATTORNEY' S OFFICE		
Address	1400 E. ASH		
City	GLOBE	State AZ	Zip 85501
Telephone	928-425-3231	Contact DONNA	

Location:

Name	PAYSON OFFICE		
Address	714 S. BEELINE HWY.		
City	PAYSON	State AZ	Zip 85541
Telephone	928-474-4068	Contact KRISTIN'	

Date	Service Zone	MC Start	MC Expire	Beg Meter	End Meter	Copies Used
11/30/11	2	8/20/11	8/19/12	97156		

Plan	Manufacturer	Model	Serial No.	Allow. Copies	Exc. Copies Chg	Unit Price
1	KONICA MINOLTA	BH 423	A1UD011001908	90,000	.0083	$747.00
		Accessories				
		FS-529	AOU7WY2006702			
		PC-409	A1V4W13002743			

End mtr 97156
Beg mtr -0-
total copies 97156
allowd copies 90000
excess copies 7156
@ .0083 x .0083
$59.40

Exclusions Or Special Instructions:

INCLUDES PARTS, LABOR AND A DRUM , IF NEEDED. DOES INCLUDE CONSUMMABLE SUPPLIES. DOES NOT INCLUDE PAPER OR STAPLES. DOES NOT COVER ABUSE OR MISUSE.

Ex. Copies Charge Where Applicable	$59.40
Subtotal	$806.40
Total Tax	
Invoice TTL	$806.40

Customer agrees to purchase and ICS agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this contract. No terms or conditions, expressed or implied, are authorized unless they appear on original of this contract, signed by the Customer and ICS manager.

THE ADDITIONAL TERMS AND CONDITIONS OF THE MAINTAINANCE AGREEMENT ARE INCORPORATED IN AND MADE PART OF THIS CONTRACT, NO CHANGE, ALTERATION OR AMENDMENT OF THE TERMS OR CONDITIONS OF THIS CONTRACT ARE AUTHORIZED OR EFFECTIVE UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN OFFICER OF ICS. NO COURSE OF DEALING OR OTHER CONDUCT OR CUSTOM SHALL CONSTITUTE AN AMENDMENT TO THE TERMS HEREOF NOR ALTER OR VARY THE TERMS OF THIS CONTRACT.

THIS CONTRACT IS AUTOMATICALLY RENEWABLE UNLESS CANCELLED BY EITHER PARTY. THIS CONTRACT IS DUE AND PAYABLE PRIOR TO COVERAGE DATES.

Attachment "A" by mention is made a binding part of this agreement.

☐ Yes, I have received a copy of the terms and conditions of this Maintenance Agreement.

ICS Representative Signature: Kathleen Barney			Customer Name: GILA COUNTY ATTORNET'S OFFICE
Printed Signature Name: KATHLEEN BARNEY	Empl. # 1020	Terr. #	By: (Authorized Agent) Date 12/8/11
Branch Office Address: P.O. BOX 730			Printed Signature Name / Title
City: THATCHER	State AZ	Zip 85552	☐ I do not wish to purchase a Maintenance Agreement at this time.

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

GILA COUNTY MANAGER

Don E. McDaniel Jr. 1/4/12

Don E. McDaniel Jr.

INTERSTATE COPY SHOP MAINTENANCE PLANS

I : **PREMIUM COVERAGE** includes all parts, labor, drums, consumable supplies*, and trip charge, but not paper. (Also listed as a CPC – Cost per Copy)

II : **FULL COVERAGE** includes all parts, drums, labor and trip charge, but not consumable supplies*, or paper.

III : **STANDARD COVERAGE** includes all parts, labor and trip charge, but not consumable supplies*, drums or paper.

- **CONSUMABLE SUPPLIES** are not included unless specified as in a Premium Coverage agreement. Consumable supplies are as follows:

PM kit, Developer, Fuser Oil, Cleaning roller, Toner, Cleaning Webs, MA Kits, Toner Filters

Agreement between Interstate Copy Shop (hereinafter called ICS) and Customer
Maintenance Contract Terms and Conditions.

1. This agreement covers both the labor and the material for adjustments, repairs and replacements of parts as required by normal use of the equipment, subject to the exceptions in and in accordance with these terms and conditions. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. In addition, ICS may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than those employed by ICS, ore if parts, accessories or components not authorized by ICS are fitted to the Equipment. Electrical work external to the equipment and equipment line cord is not covered by this Agreement. Certain model copiers must be installed according to specific requirements in terms of space and electricity as defined in the Equipment Operator's Manual. Customer shall ensure that the copier is placed in an area that conforms to these requirements. This Agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Damage to the equipment or its parts arising out of or caused by attachment of unauthorized components, accessories or parts, use of sub-standard supplies or other causes beyond the control of ICS are not covered by this Agreement and may subject customer to a surcharge or to cancellation of this Agreement.

2. The Operator's Manual for each model copier defines specific operator responsibilities. Performance of normal operator functions, as described in the Operators Manual, are not included in this Agreement, and are subject to additional charges.

3. Service calls under this Agreement will be made during normal business hours at the installation address shown on this Agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. ICS representatives will not handle, disconnect or repair unauthorized attachments or components; customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds ICS and its employees harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on ICS equipment.

4. Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustment, repair or replacement of parts. All parts necessary to the operation of the equipment and subject to the general scope of coverage, will be furnished free of charge during a service call when include in the maintenance service provided by the plan selected.

5. Rebuilding or major overhauls are not covered by this Agreement. In addition, when in its sole discretion ICS determines that a reconditioning is necessary, as a result of expected wear and tear of material and age factors caused by normal office environment usage, in order to keep the equipment in working condition, ICS will submit to customer and estimate of needed repairs and their cost, which will be in addition to the charge payable under this Agreement. If the customer does not authorize such reconditioning, ICS may discontinue service of the equipment under this Agreement, refunding the unused portion of the maintenance charge, or may refuse to renew this Agreement upon its expiration. Thereafter, ICS will make service available on a "Per Call" basis at published rates in effect at the time of service.

6. Term: This agreement shall become effective upon receipt by ICS of the initial annual maintenance charge provided under this Agreement and shall continue for one full calendar year. This Agreement shall automatically renew for successive periods of the same duration subject to the receipt by ICS of the maintenance charge in effect at the time of renewal and provided that the customer is not then in default. In addition to any other rights under this Agreement, <u>either party may terminate this agreement</u> at any time giving 30 days prior written notice to the other party, and the <u>unused portion of the maintenance charge will be refunded on a pro rata basis of both time passed and copies made.</u> This contract is subject to the cancellation provisions of A.R.S. § 38-511.

7. Charges : The initial annual charge for maintenance under this Agreement shall be the amount set forth on the Maintenance Contract. The annual Maintenance Charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 10 days of the date of the ICS invoice for such charges. The initial annual charge is payable upon the signing of this Agreement by customer. Excess copies charges are due and payable at the end of each contract term. Customer understands that alterations, attachments, or specification changes that cause excessive service calls may require an increase in maintenance charges and agrees to pay such charges promptly when due. If equipment is moved to a new location or service zone, ICS shall have the option to charge, and the customer agrees to pay, the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rata basis. If equipment is moved beyond ICS's published service zones, customer agrees to pay a fair and reasonable surcharge for continued maintenance under this Agreement, taking into account the distance to customer's new location and the published rates of ICS for service on "Per Call" basis.

8. Breach or Default: If the customer does not pay all charges for maintenance or parts as provided under this Agreement promptly when due: (1) ICS may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates in effect at the time of service and (2) the customer agrees to pay to ICS (a) its costs and expenses of collection including the maximum attorney's fee permitted by law, said fee not to exceed 25% of the amount due under this Agreement and)b) all charges for service provided before payment of the contract on a "Per Call" basis at published rates in effect at the time of service.

9. Use of Authorized Supplies: ICS copiers are designed to give excellent performance with the Original Equipment Manufacture (OEM) supplies, including toner, developer, MA kits. If the customer uses other than OEM supplies and if such supplies are defective or not acceptable for use on ICS machines, and cause abnormally frequent service calls or service problems, then ICS may, at its option, assess a surcharge or terminate this Agreement and the unused portion of the maintenance charge will be refunded. In this event, the customer will be offered service on a "Per Call" basis at published rates. It is not a condition of this Agreement, however, that the customer use only OEM authorized supplies.

ATTACHMENT "A"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability: Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined: As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined: As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

D. 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.

E. 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.

F. Hold Harmless/Indemnification Clause: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all

rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. 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.

H. 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.

I. Severability: If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

J. 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.

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

L. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(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.

M. 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. §§ 41-4401 and 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."

Customer Name	Gila County Government
Product Name	
PCS Support Contract Number	TBD
PCS Start Date	09/30/2011
PCS Expiration Date	09/29/2012

Preferred Customer Support (PCS) Annual Support Contract

Having a technical problem can impact productivity and cost you valuable time and resources. That's why SYN-APPS offers our **Preferred Customer Support** (PCS) program, an annual contract to help you get the most from your purchase. With a PCS contract, you receive the following:

- **Email, Web Site, and Phone Support**. As a preferred customer you are guaranteed replies to any questions regarding supported versions of our software. PCS offers unlimited e-mails, access to web-based resources, and up to 2 phone calls per month. Our objective is to be there to help you, every business hour of every business day.

- **Patches and Upgrades**. Preferred customers have access to major and minor product releases at no charge. SYN-APPS typically releases 3-4 minor upgrades (maintenance) and 1-2 major upgrades (new features) per year as we enhance our products to meet market and customer demands.

- **Access to Information**. Customers with PCS may elect to receive company update mailings and other news. These mailings outline new features, provide tips for product use, discuss common issue resolutions, and deliver other valuable product information.

On-site assistance is not available under the standard support contract, but may be purchased on a time and materials basis. SYN-APPS can provide other support services by special arrangement.

How to Obtain a Support Contract. The easiest way to get PCS is at the time of initial software purchase. If you already have a product and need PCS, you may purchase PCS by contacting SYN-APPS directly at 866-664-6071 or email sales@Syn-Apps.com.

Support Center Hours of Operation

The SYN-APPS support center is open during the hours of 07:00 to 17:00 Arizona Time on all weekdays except for published holidays. You can contact us using any of the following methods:

Technical Support Form	http://www.syn-apps.com/resources/support/
E-Mail	support@Syn-Apps.com
Telephone	480-664-6071, option 2
Fax	480-659-8999

Priorities of Reported Issues

When you report a problem, a SYN-APPS support engineer will work with you to prioritize your support need using the following priority guidelines:

Priority 1 – Business critical. Solution is non-operational and productivity is seriously impacted. There is no reasonable workaround currently available. Requires immediate attention.

Priority 2 – Operational impact. Solution is operational but productivity is negatively impacted or performance is degraded.

Priority 3 - Minor problem or enhancement. Please keep your support engineer informed of any changes in your environment that affect the priority of the case. If new issues persist or increase in frequency, the priority level may need to be raised. By the same token, if you discover a workaround for the problem, the priority level might be lowered.

2812 N. Norwalk Suite 112, Mesa, AZ 85215 • Phone 480-664-6071 • Fax 480-659-8999

Syn-Apps
Notification. Unified.

Response Goals

SYN-APPS will make every effort to provide an initial response according to the following guidelines:

Priority	Initial Response
Priority 1	Within 1 hour of receipt
Priority 2	Within 4 hours of receipt
Priority 3	Within 1 business day of receipt

This initial response may involve a resolution, priority discussion, or request for more information as necessary.

For priority 1 problem, we will make every attempt to provide a workaround to give you an immediate interim solution during the initial response.

Escalation

We make every effort to ensure that your questions and problems are handled effectively. However, if our normal support cycle does not produce the results you need or if your problem changes in severity, the case may be escalated. It is SYN-APPS' objective to be an excellent business partner, and it may be possible to reprioritize based on special needs, circumstances, or business opportunities.

To escalate a problem, you may request that the support engineer escalate the case based primarily on the following criteria:

1) Issue has progressed to a different level of business severity

2) Level 1 support engineer is unable to demonstrate / communicate understanding of the customer issue

3) Level 1 support engineer understands the issue and requests customer escalation

2812 N. Norwalk Suite 112, Mesa, AZ 85215 • Phone 480-664-6071 • Fax 480-659-8999

Problem Diagnosis and Resolution

What You Agree To. Problem diagnosis and resolution assumes that you will:

- Send SYN-APPS a clear description of the defect (or symptom of defect).
- Provide reasonable evidence that the problem is (or is highly likely) caused by a defect or failure in a SYN-APPS product, including, if deemed necessary by SYN-APPS, a test case (if possible, in a stand alone application) which reproduces the defect.
- Make available to SYN-APPS a qualified and responsive engineer capable of executing tests or trials, and communicating additional facts or properties, to assist SYN-APPS in problem diagnosis and resolution.

Terms and Conditions. SYN-APPS does not guarantee to support your use of a version of the operating system, compiler, or other third-party software which our products have not yet been certified to support. Nor does SYN-APPS guarantee to support any version of the operating system, compiler, or other 3rd-party software which SYN-APPS has announced that it no longer supports.

The priority of a problem may change over time. SYN-APPS reserves the right to reprioritize a problem based on circumstances and facts provided by you, or facts discovered during defect diagnosis by SYN-APPS. SYN-APPS will not unreasonably reclassify defects.

SYN-APPS will support each major or minor version of a product for a minimum of one year from the date of release and a minimum of one year from the date of release of a successor major or minor version. Versions are denoted by version number. A major version is denoted by a change in major version number (e.g., from 6.2 to 7.0). A minor version is denoted by a change in minor version number (e.g., from 6.1 to 6.2). All other versions are patches or bug-fix versions and do not have any bearing on the duration of support for a major or minor version. Patches and bug fix versions are supported only while the major or minor version to which they apply is supported.

SYN-APPS will provide at least one year's notice that a version will no longer be supported. These notices, as well as a list of all previously desupported versions, are made available on our web site.

SYN-APPS reserves the right to refuse to remedy a problem in a particular product version if the problem is fixed in a more recent version.

2812 N. Norwalk Suite 112, Mesa, AZ 85215 • Phone 480-664-6071 • Fax 480-659-8999

Syn-Apps
Notification. Unified.

Syn-Apps Update Policy

Effective: January 01, 2010

An update is the vehicle by which customers who have never purchased PCS, or who have let their PCS contract lapse, get a current version of the product and activate (or reactivate) their PCS contract. Following is the new policy, which will apply to the entire Product Family.

1. A PCS contract entitles a customer to any and all updates of the covered product(s) for the duration of the contract (usually for one year, but sometimes multi-year contracts are purchased).

2. Customers will be notified of the availability of a product update release and can opt to not take it or download it from our website. SYN-APPS will not by default ship a product update to a customer unless the customer specifically requests it.

3. Customers will be notified prior to the expiration of their PCS contract and given the option to renew for an additional year(s).

4. If updates are shipped rather than downloaded from our website, the customer is responsible for shipping costs.

5. Any customer who purchases an update for a product (or renews PCS coverage on it) must purchase updates (or renew PCS) for all copies of that product that the customer owns. Partial Updates are not permitted.

6. If a customer wishes to update (or renew PCS for) a subset of the total number of copies they own of a product, they must write a letter (email is acceptable) indicating that they are no longer using the copies they do not wish to update (or renew PCS for). The letter should include the serial numbers of the licenses they wish to terminate. These licenses will then be terminated.

7. Any customer that does not own a current PCS contract on a product is not entitled to any update of that product, even if the requested update was available prior to the expiration of their contract.

8. During the first twelve months after PCS has lapsed, a customer may purchase an update at 50% of the then current list price of a new license (without PCS), plus the then current full price of a one-year PCS contract renewal.

9. During the second twelve months after PCS has lapsed, the customer may purchase an update at 75% of the then current list price of a new license (without PCS), plus the then current full price of a one-year PCS contract renewal.

10. If PCS has lapsed by more than two years, the customer must purchase new product.

Stephanie Sandro
Syn-Apps Representative

Don E. McDaniel 1/4/12
County Manager

APPROVED AS TO FORM:

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

2812 N. Norwalk Suite 112, Mesa, AZ 85215 • Phone 480-664-6071 • Fax 480-659-8999

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(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.

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 as soon as possible so as not to delay project completion.

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

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY MANAGER

Don E. McDaniel Jr.

Don E. McDaniel Jr.

1/4/12

Date

APPROVED AS TO FORM:

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

SYN-APPS LLC:

Stephanie Sandro

Individual Authorized to Sign

Stephanie Sandro

Print Name

Operations Manager

Title

12/20/2011

Date

Insight NETWORKING
6820 South Harl Avenue
Tempe, AZ 85283

Quotation

Quote Number.....: Q-172483-1
Date.....: 11/17/2011
Shipping Terms .....: FOB - O
Payment Terms .....: Net 30 Days
Quote Valid Thru ...: 12/17/2011

Account Manager Briggs, John
jbriggs@insight.com
Phone (480) 111-5190
Client Advocate Owens, Rose
rose.owens@insight.com
Phone (512) 691-2046
Fax (512) 691-9480

Gila County
1400 East Ash Street
Globe, AZ 85501

Part Number	Description	Qty	List price	Disc.	Trade in	Unit price	Ext Price
Syn-Apps Maintenance Renewal Term: 9/30/2011-9/29/2012							
Alert-T2-PCS	Syn-Apps Maintenance: T2 Per Phone	501	$ 1.92	10.00 $		$ 1.728	$ 865.73
Announce-1000-PCS	1 year of Syn-Apps maintenance – SA Annouce for 1000 Users	1	$ 1,160.00	10.00 $		$ 1,044.000	$ 1,044.00
ERS-PCS	1 year of Syn-Apps maint – SA-ERS for unlimited users	1	$ 3,735.00	10.00 $		$ 3,361.500	$ 3,361.50

* Freight estimate provided is based on ground level service.
* Please contact your Account Manager for financing options.

THE TERMS AND CONDITIONS AND RETURN POLICY AND PROCEDURES SET FORTH ON www.insight.com/pages/legal.web# ARE SPECIFICALLY INCORPORATED HEREIN.

Total Hardware	$	**5,271.23**
Total Maintenance	$	**0.00**
Estimated Tax	$	**80.51**
Estimated Freight	$	**16.19**
Quote Total	$	**5,367.93**

Proprietary and confidential. For use only by addressee.

LEASE NO: 810-008930035-001

Your DELL Customer Number is: 26666606

Financial Services

Company No: 83

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE **"YOU"** AND **"YOUR"** IN THIS LEASE WE MEAN **YOU, THE CUSTOMER** WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE **"WE", "US"** AND **"OUR"** WE MEAN THE **LESSOR, DELL FINANCIAL SERVICES L.L.C.**

FULL LEGAL NAME OF LESSEE	LEASE TERM (MONTHS)	ANNUAL RENT PAYMENT(S) ^	TRANSACTION PROCESSING FEE*
GILA COUNTY	**60**	**$9,381.13 principal and interest components as set forth on Attachment B** ^Subject to Applicable Tax	$0.00

DBA NAME (IF ANY)	TYPE OF ENTITY	FINANCING TERMS
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE **1400 EAST ASH** **GLOBE AZ 85501**	**Municipality**	**Product Cost: $46,905.66** **Shipping Charges**: $0.00** **Transaction Processing Fee: $0.00** **Total On Lease: $46,905.66** **(ANNUAL RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE).**
	INTEREST RATE **4.84%**	PRINCIPAL AMOUNT FINANCED **$42,684.15**

PRODUCT LOCATION	GENERAL PRODUCT DESCRIPTION/SUPPLIER
SEE ATTACHMENT A	SEE ATTACHMENT A
	END OF LEASE PURCHASE OPTION **Tax Exempt Lease Purchase**

FEDERAL EMPLOYER IDENTIFICATION #

TERMS AND CONDITIONS OF LEASE

1. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you and you agree to lease from us the products, services, and software (the "Products") described in Attachment A to this lease on the terms and conditions shown in this lease agreement (the "Lease"). With respect to services, we will only finance one-time charges for services rendered in connection with the Products. Services may include delivery and installation fees, or similar services ("Services"). The Lease Term will begin and Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the "Commencement Date). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by Dell Computer Corporation ("Dell") under the "Total Satisfaction Return Policy" (the "Policy"), which Policy can be found at www.dell.com, within 30 days after shipment from Dell and in the condition and manner required by Dell under the Policy and we receive reimbursement from Dell for the full Product Cost shown above, the Lease obligations associated with those respective Products will terminate. You are responsible for freight charges to deliver and return the Products under the Policy. Contact Dell for complete details regarding the Policy. If payments are due in arrears, the first Rent payment is due thirty (30) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Subsequent payments of Rent are due on the same day of each subsequent annual period (or the following day of the subsequent annual if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) $5.00 for each late payment (or if less, the highest amount permitted by applicable law).

2. Funding Intent; Nonappropriation of Funds: You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense

or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 11 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

3. Representations, Warranties and Covenants: You represent that the use of the Products is essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period; (e) you will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to, the execution (and delivery to us) of information statements requested by us; (f) you will not do, cause to be done or fail to do any act if such act or failure to act will cause this Lease, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code; and (g) you will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (g) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us.

4. No Warranties: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. WE HEREBY ASSIGN ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

5. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products if accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

6. Location; Use; Alterations; Inspection: You will use the Products solely at the location specified in the Lease, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. Upon return of the Products to us pursuant to paragraph 11, you may remove any such addition or improvement if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

7. Title; Quiet Enjoyment; Personal Property; Filing: You will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. You grant us a purchase money security interest in the Products (including any replacements, substitutions, additions, attachments and proceeds). You authorize us to file a copy of this Lease as a UCC-1 financing statement (UCC-1) and hereby appoint us or our designee as your attorney-in-fact to sign on your behalf and to file UCC-1's covering the Products. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

8. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes, (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Federal Reserve Bank Discount Rate in effect at the Commencement Date of the Lease ("Discount Rate") and (iii) any costs and expenses incurred as a result of this event. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, **"AS-IS-WHERE-IS"**, without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose.

9. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease. Notwithstanding anything to the contrary contained herein, you may, upon our prior written approval, self-insure the Products in accordance with the standards set forth in this paragraph.

10. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. If you claim eligibility for exemption from any tax, you will provide us with tax exemption certificate(s) acceptable to the relevant taxing authority. We do not have to contest any taxes, fines or penalties.

11. Return: In the event of termination of the Lease pursuant to paragraph 2 or upon our demand pursuant to paragraph 15, you will immediately deliver the Products (including but not limited to manuals, cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. Upon your return of the Products, you agree that your license with respect to Microsoft operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products.

LEASE NO: 810-008930035-001

Your DELL Customer Number is: 26666606

12. Purchase Option: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase all (but not less than all) of the Products for the Purchase Option price of $1.00. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer our interest in the Products, if any, to you **"AS-IS-WHERE-IS"**, without any warranty whatsoever, and the Lease and our security interest in the Products will terminate.

13. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

14. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

15. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under paragraph 8 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in paragraph 11; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

16. Indemnity: To the extent permitted by law, you are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). To the extent permitted by law, you will reimburse us for, and if we request, defend us against, any Claims.

17. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, addressed to the respective address given below or to a substitute address specified in writing by one of us to the other. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law and any such excess payment will be applied to payments under the Lease in inverse order of maturity and the remaining payments will be refunded to you. If a signed copy of this Lease is delivered to us by facsimile transmission, it will be binding on you, however, we will not be bound by this Lease until we accept it by manually or electronically signing it or by purchasing the Products, whichever occurs first. You waive notice of our acceptance and waive your right to receive a copy of the accepted Lease. You agree that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to this Lease, we may produce a copy of the Lease transmitted to us by facsimile transmission that has been manually signed by us and such signed copy shall be deemed to be the original of this Lease. If you deliver this Lease to us by facsimile transmission, you acknowledge that we are relying on your representation that this Lease has not been changed. To the extent (if any) that this Lease constitutes chattel paper under the Uniform Commercial Code, no security interest in this Lease may be created through the transfer and possession of any copy or counterpart hereof except the copy with our original signature.

BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2, YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR GOVERNMENTAL PURPOSES ONLY; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY IN SECTION 7; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND (f) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE.

LESSEE: GILA COUNTY		LESSOR: Dell Financial Services L.L.C. 99355 Collections Center Drive Chicago, IL 60693 — PHONE (800) 955-3355, FAX (512) 723-6659 or FAX (512) 246-2028	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINT NAME AND TITLE: Don E. McDaniel Jr., County Manager	DATE 1/4/12	PRINT NAME AND TITLE: Gregory DeKock, Director Operations	DATE 12/6/2011

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

LEASE NO: 810-008930035-001

Your DELL Customer Number is: 26666606

AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINT NAME AND TITLE	DATE	PRINT NAME AND TITLE	DATE

Gregory DeKock
Director Operations

12/6/2011 GDK

LEASE NO: 810-008930035-001

Your DELL Customer Number is: 26666606

Financial Services

LEASE AGREEMENT
Attachment A

Company No: 83

Attached hereto and made a part hereof Lease No: 810 - 008930035-001 between DELL FINANCIAL SERVICES L.L.C. as Lessor and GILA COUNTY as Lessee

Product Location
1400 EAST ASH
GLOBE
AZ
85501

General Product Description/Supplier/Quantity
Dell QUOTE #602417345

Description	Quantity
KACE K1100 TAA HW based systems management appliance, with 100 nodes (224-9401)	1
KACE K2100 TAA HW based systems deployment appliance, with 100 nodes (224-9434)	1
ProSupport: Software Support and Maintenance for 100 Additional Nodes, 5 Years (928-1074)	3
ProSupport: Software Support and Maintenance for 100 Additional Nodes, 5 Years (928-0874)	3

LEASE NO: 810-008930035-001

Your DELL Customer Number is: 26666606

All other terms and conditions of the Lease shall remain unchanged.

Financial Services

LEASE AGREEMENT
Attachment B

Company No: 66

Attached hereto and made a part hereof Lease No: 810 - 008930035-001 between DELL FINANCIAL SERVICES L.L.C. as Lessor and GILA COUNTY as Lessee

Payment #	Opening Balance	RENT	INTEREST	PRINCIPAL	Balance	PURCHASE PRICE
	46,905.66					
*DLED**	(4,221.51)				42,684.15	
1	42,684.15	9,381.13	-	9,381.13	33,303.02	34,710.19
2	33,303.02	9,381.13	1,648.79	7,732.34	25,570.68	26,977.85
3	25,570.68	9,381.13	1,265.97	8,115.16	17,455.52	18,862.69
4	17,455.52	9,381.13	864.20	8,516.93	8,938.59	10,345.76
5	8,938.59	9,381.13	442.54	8,938.59	0.00	-

*DFS Lease Equipment Discount

SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of _____, a _____ public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY

(iii) Each such representativ e is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Lease No. _____ (the "Agreement") between the Public Entity and Dell Financial Services L.L.C., a Delaware limited partnership or its assignee (collectively , "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any su ch Agreement and all agreements, documents, and instruments in connection t herewith for and on behalf of the Public Enti ty are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which it is organized or of any loan agreement, indenture or contract to w hich the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The P ublic Entity did, at a duly called _____ (regular or special) meeting of t he governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on _____, 201_, by motion duly made, seconded and carried, in accordance w ith all requirements of law , approve and authorize the execution and de livery of the Agreement and all agreements, documents, and instruments in connection therew ith on its behalf by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement and all agreements, document s, and instruments in connec tion therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes, or w ith the giving of notice or the lapse of time or both w ould constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(vii) All insurance required in accordance w ith the Agreement is curr ently maintained by the Public Entity.

(viii) The Public Entity has, in accordanc e with the requirements of law , fully budgeted and appropriated sufficient funds for the current budget y ear to make the Rent pay ments scheduled to come due during the first F iscal Period and to m eet its other obligations for the fi rst F iscal Period (as such terms are defined in the Agreement) and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information sha ll remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same, in w hole or in part, has been delivered to Lessor, but in any event, shall be effective w ith respect to

any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 201_.

By:_____

Name:_____

Title: _____

Subscribed to and sworn before me this ___ day of _____, 201_.

Notary Public

My commission expires _____

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(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.

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 as soon as possible so as not to delay project completion.

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

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY MANAGER

Don E. McDaniel Jr.

1/4/12

Date

APPROVED AS TO FORM:

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

DELL MARKETING LP:

Diane Wigington

Digitally signed by Diane Wigington
DN: cn=Diane Wigington, o=Public Contracts, ou=CEM, email=diane_wigington@dell.com, c=US
Date: 2011.12.22 14:04:07 -06'00'

Individual Authorized to Sign

Diane Wigington

Print Name

Public Contracts Manager

Title

12/22/2011

Date

GOVERNMENT OBLIGATION CONTRACT

Obligor:
Gila County, Arizona
1400 East Ash Street
Globe, Arizona 85501

Obligee:
Kansas State Bank of Manhattan
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of December 28, 2011

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit "A" to Obligor and Obligor desires to finance the purchase of the Equipment from Obligee subject to the terms and conditions of this Contract which are set forth below.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Budget Year" means the Obligor's fiscal year.
"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
"Contract" means this Government Obligation Contract, all Exhibits, and all documents relied upon by Obligee prior to execution of this Contract.
"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit "B".
"Contract Term" means the Original Term and all Renewal Terms.
"Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and improvements.
"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations of on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
"Obligee" means the entity originally listed above as Obligee or any of its assignees.
"Obligor" means the entity listed above as Obligor and which is financing the Equipment from Obligee under the provisions of this Contract.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year.
"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01. Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees: (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") . Obligor is authorized under the Constitution and laws of the State to enter into this Contract, and has used such authority to properly execute and deliver this Contract. Obligor has followed all proper procedures of its governing body in executing this Contract. The Officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms. (b) Obligor shall use the Equipment only for essential, traditional government purposes. (c) Obligor has never non-appropriated funds under an Contract similar to this Contract. (d) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose. (e) Upon request by Obligee, Obligor will provide Obligee with current financial statements. (f) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01. Acquisition. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Section 3.02. Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. The Contract Payments will be payable without notice or demand. Section 3.03. Contract Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE. Section 3.04. Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor. Section 3.05. Contract Term. The Contract Term of the Contract shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract, then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term. Section 3.06. Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor shall have the option to non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor chooses this option, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-appropriates under this section, then Obligor shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

V. Insurance, Damage, Insufficiency of Proceeds, Indemnification

Section 5.01. Insurance. Obligor shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment. (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee. (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage. (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term. Section 5.02. Damage to or Destruction of Equipment. Obligor assumes the risk of loss

or damage to the Equipment. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof. Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee. Section 5.04. Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) incurred by or asserted against Obligee that relate to or arise our of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. To the extent permitted under State law, title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In either of such events, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee. Section 6.02. Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A". Furthermore, Obligor agrees that any and all Equipment listed on any other Exhibit A, whether prior to or subsequent hereto, secures all obligations, debts and liabilities of every kind and character, plus interest thereon, whether now existing or hereafter arising. Obligor agrees that any Equipment listed on Exhibit "A" will remain personal property and will not become a fixture even if attached to real property. The security interest established by this section includes not only additions, attachments, repairs and replacements, to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder.

VII. Assignment

Section 7.01. Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment.

VIII. Maintenance of Equipment

Section 8.01. Obligor shall keep the Equipment in good repair and working order. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not during the term of this Contract create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Contract. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. The Equipment is and shall at all times be and remain personal property. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" under this Contract: (a) Failure by Obligor to pay any Contract Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B". (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate. (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above. (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract. (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee. (f) Except as provided in Section 4.01 above. Obligor admits in writing its inability to pay its obligations. Obligor defaults on one or more of its other obligations. Obligor applies or consents to the appointment of a receiver to manage its affairs or makes a general assignment for the benefit of creditors. Section 9.02. Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps: (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable. (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the event of default occurs. If Obligor fails to deliver the Equipment, Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for cost incurred. Notwithstanding that Obligee has taken possession of the Equipment, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment caused by Obligor or its employees or agents. (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees. Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof. Section 9.04. Return of Equipment and Storage. (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment to the Obligee in the event of a default or a non-appropriation by delivering the Equipment to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligees request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto. (b) Delivery: The Equipment shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment. (c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing. (d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment or any item of the Equipment for a period not to exceed 60 days after the expiration of its Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing. Section 10.02. Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns. Section 10.03. Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Section 10.04. Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written Contract duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to charge Obligor a fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification. Section 10.05. Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Section 10.06. Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract. Section 10.07. Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Contracts, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract or the Equipment financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract. Section 10.08. Ariz. Rev. Stat.

Section 38-511. Pursuant to Arizona Revised Statutes Section 38-511, as applicable, the provisions which are incorporated herein by reference, this Contract, and any of its Schedules and Exhibits, is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract and any of its Schedules and Exhibits on behalf of Obligor either is, at any time while the Contract or any Schedule or Exhibit is in effect, an employee or agent of any other party to this Contract and any of its Schedules and Exhibits in any capacity or a consultant to any other party to this Contract and any of its Schedules and Exhibits with respect to the subject matter of this Contract or any of its Schedules or Exhibits.

Section 10.09. Arizona Immigration Law Compliance. Obligee hereby represents and warrants that Obligee complies with the federal immigration laws and regulations that relate to their employees and with Arizona Revised Statutes Section 23-214(A). A breach of this warranty shall be deemed a material breach of this Contract, subject to penalties up to and including termination of this Contract by the Obligor, in its sole discretion. Subject to reasonable prior written notice, Obligor retains the legal right to inspect the papers of any Obligee or subcontractor employee who works on the Contract to ensure compliance with this warranty. Section 10.10. Sudan/Iran Business. In accordance with Arizona Revised Statutes Sections 35-391.06 and 35-393.06, Obligee certifies that Obligee does not have scrutinized business operations in either Iran or the Sudan. Section 10.11. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than $10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000. Section 10.12. Mohave Educational Cooperative Services. The Obligee currently holds a contract with Mohave Educational Cooperative Services ("Mohave"). Mohave is a not-for-profit corporation providing public procurement services pursuant to A.R.S. Section 11-952 and A.R.S. Section 41-2632. Mohave is governed under Title 10 of the Arizona Revised Statutes. The contract that Obligee has with Mohave allows the Obligor to finance the purchase of the Equipment in accordance with Arizona law. The contract that Obligee has with Mohave also requires the Obligee to include certain provisions as a part of this Contract. The specific provisions are (1) that the Contract shall be in compliance with the UCC and there can be no blanket waivers of the UCC provisions, (2) there must be a non-appropriation clause, (3) that there be no invoicing or collecting of property tax to a school on financed property, (4) that there be no waiver of a jury trial or mandatory binding arbitration, (5) that the laws of the State of Arizona shall govern the Contract, (6) that the Contract cannot require upfront payment by a Mohave member when purchase order is placed and that (7) this Contract cannot contain "auto-renewal" language. Obligee and Obligor hereby represent that, notwithstanding any other provisions in this Contract, the provisions contained in this Section as required by Mohave will be binding to Obligee and Obligor.

Acceptance of Equipment Certification. **By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.**

Resolution and Authorization. **By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any escrow Contract) necessary to the consummation of the transaction contemplated by the Contract.**

GILA COUNTY, ARIZONA

By: Don E. McDaniel Jr. 1/9/13

Typed Name and Title: Don E. McDaniel Jr.
County Manager

Attested By: _____

Typed Name and Title: _____

KANSAS STATE BANK OF MANHATTAN

By: _____

Typed Name and Title: Marsha Jarvis, Vice President

EXHIBIT A – DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of December 28, 2011, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) New Konica Minolta Bizhub 552 Copier, Sn: _____ with Attachments

Physical Address of Equipment after Delivery: Child Support 157 S. Broad St. Globe, AZ 85501

EXHIBIT B –PAYMENT SCHEDULE

Date of First Payment:	At Closing
Original Balance:	$6,280.38
Total Number of Payments:	Thirty-Six (36)
Number of Payments Per Year:	Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	$197.43	$0.00	$197.43	Not Available
2	30-Jan-12	$197.43	$44.15	$153.28	Not Available
3	29-Feb-12	$197.43	$43.04	$154.39	$6,210.98
4	30-Mar-12	$197.43	$41.92	$155.51	$6,031.18
5	30-Apr-12	$197.43	$40.79	$156.64	$5,850.87
6	30-May-12	$197.43	$39.65	$157.78	$5,670.05
7	30-Jun-12	$197.43	$38.51	$158.92	$5,488.71
8	30-Jul-12	$197.43	$37.35	$160.08	$5,306.86
9	30-Aug-12	$197.43	$36.19	$161.24	$5,124.49
10	30-Sep-12	$197.43	$35.02	$162.41	$4,941.61
11	30-Oct-12	$197.43	$33.84	$163.59	$4,758.21
12	30-Nov-12	$197.43	$32.66	$164.77	$4,574.29
13	30-Dec-12	$197.43	$31.46	$165.97	$4,389.84
14	30-Jan-13	$197.43	$30.26	$167.17	$4,204.87
15	28-Feb-13	$197.43	$29.04	$168.39	$4,019.37
16	30-Mar-13	$197.43	$27.82	$169.61	$3,833.35
17	30-Apr-13	$197.43	$26.59	$170.84	$3,646.80
18	30-May-13	$197.43	$25.35	$172.08	$3,459.72
19	30-Jun-13	$197.43	$24.10	$173.33	$3,272.11
20	30-Jul-13	$197.43	$22.84	$174.59	$3,083.97
21	30-Aug-13	$197.43	$21.57	$175.86	$2,895.29
22	30-Sep-13	$197.43	$20.30	$177.13	$2,706.08
23	30-Oct-13	$197.43	$19.01	$178.42	$2,516.33
24	30-Nov-13	$197.43	$17.72	$179.71	$2,326.04
25	30-Dec-13	$197.43	$16.41	$181.02	$2,135.21
26	30-Jan-14	$197.43	$15.10	$182.33	$1,943.84
27	28-Feb-14	$197.43	$13.78	$183.65	$1,751.93
28	30-Mar-14	$197.43	$12.44	$184.99	$1,559.47
29	30-Apr-14	$197.43	$11.10	$186.33	$1,366.47
30	30-May-14	$197.43	$9.75	$187.68	$1,172.92

EXHIBIT B – PAYMENT SCHEDULE
(Continued)

RE: Government Obligation Contract dated as of December 28, 2011, between Kansas State Bank of Manhattan (Obligee) and Gila County, Arizona (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
31	30-Jun-14	$197.43	$8.39	$189.04	$978.82
32	30-Jul-14	$197.43	$7.01	$190.42	$784.17
33	30-Aug-14	$197.43	$5.63	$191.80	$588.97
34	30-Sep-14	$197.43	$4.24	$193.19	$393.21
35	30-Oct-14	$197.43	$2.84	$194.59	$196.90
36	30-Nov-14	$197.43	$1.23	$196.20	$0.00

GILA COUNTY, ARIZONA

By: Don E. McDaniel Jr. 1/9/12

Typed Name and Title: Don E. McDaniel Jr.
County Manager

**Assumes all Contract Payments due to date are paid*

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

Master Purchase Agreement

Check Applicable Box ☐ Purchase ☑ Lease ☐ Other: **Baystone Financial**

INVOICE TO	Account #	SOLD TO	Account #	SHIP TO	Account #
Legal Name	Kansas State Bank Manhattan	Legal Name	Gila County Child Support Division	Legal Name	Gila County Child Support Division
Attn Line 1	AKA Baystone Financial Group	Attn Line 1	Accounts Payable	Attn Line 1	Beverly Puhara
Attn Line 2	William Bauman	Attn Line 2	Sylvia Martinez	Attn Line 2	(928) 402-8853
Street Address	1680 Charles Place	Street Address	1400 E. Ash Street	Street Address	157 South Broad Street
City	Manhattan State KS Zip 66502	City	Globe State AZ Zip 85501	City	Globe State AZ Zip 85501

Tax Exempt ☑ No ☐ Yes (Copy Required) Tax Exempt # _____

P.O. Required ☐ No ☑ Yes (Copy Required) P.O. # _____ P.O. Expiration Date

Payment Terms: Lease $197.44 per month Net 30

Credit Card: **Card Type** _____ **Name on Card** _____ **Authorized Credit Card Amount:** _____ **(plus applicable taxes)** **Credit Card #** **Expiration Date**

Check: **Amount** **Check #**

Requested Delivery Date: 12/29/2011 **Maintenance Contract** ☑ Accepted ☐ Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
		36 Month Lease			
1	A2WV011	bizhub 552	0.031437	$ 4,110.00	$ 4,110.00
1	A03N0Y1	LU-301 Large Capacity Unit (3,000/Letter)	6280.378	$ 512.00	$ 512.00
1	A0HRWY2	FS-527 Finisher (50 sheet)	197.4362432	$ 583.00	$ 583.00
1	A10FWY1	JS-603 Job Separator Tray (3rd Output Tray) fo		$ 70.00	$ 70.00
1	15LB	FK-502 Fax Board		$ 330.00	$ 330.00
1	A0YAWY1	MK-720 Mount Kit		$ 34.00	$ 34.00
1	A0W4WY1	WT-506 Working Table		$ 28.00	$ 28.00
1	7640001107	D5143NT Power Filter (120 volt, 20 Amps,)		$ 79.00	$ 79.00
	36 Month Lease		Baystone Financial Contract 10i-BFG-0126	MESC contract Number	
	$197.44 per month	MESC Contract # 10i-KMBS-0127			
	This is POST TAX				

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION		PRICE EACH	EXTENDED
1	AOTM130	Black Toner	N/A		
1	14YK	SK-602 Staples for the FS-527 (3 X 5000)	N/A		
			N/A		
			N/A		
		DELIVERY CHARGE	N/A		
		INSTALLATION CHARGE	N/A		

Additional Charges:

☐ Network _____ ☐ Removal _____ ☐ Other _____

Additional Charges _____

TOTAL $ 5,746.00

(TOTAL is exclusive of applicable taxes)

Pick-Up **Requested Removal Date:** SAME AS DELIVERY

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments

This agreement incorporates Schedule A KMBS Modified Sales Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name Don E. McDaniel Jr. **Please Print**

Signature _____ **Authorized Representative of Customer** 1/4/12 **Date**

Title County Manager

KMBS Representative _____ 12/20/2011 **Date**

KMBS Manager _____ 12/20/2011 **Date**

INTERNAL KMBS USE ONLY

CONTACT INFORMATION

Pre-Call / Confirmation Contact	Phone	E-Mail Address	
Beverly Puhara	(928) 402-8853	bpuhara@co.gila.az.us	
Primary Delivery Contact	**Phone**	**Alternate Delivery Contact**	**Phone**
Beverly Puhara	(928) 402-8853	Cassandra Villegas	(928) 402-4355
Accounts Payable Contact	**Phone**	**E-Mail Address**	
Sylvia Martinez	(928) 425-3231	smartinez@co.gila.az.us	
Meter Contact	**Phone**	**E-Mail Address (Meters)**	**Fax Number (Meters)**
Beverly Puhara	(928) 402-8853	bpuhara@co.gila.az.us	

Sales Rep	Sales Rep #	Split %	Phone	Sales Rep Name (Please Print)
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%	**Split % Approval (unless over-ridden by Master Agreement):**	

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

				Customer Code 1	Mohave Educational Services Cooperative
PE #	0825104-R072711	**Agreement**	10i-KMBS-0127	**Customer Code 2**	Master Agreement 40038415
Promotion #		**Subfleet / Price Plan**	/	**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 ☐ Front ☐ Back ☐ Side

Is Site Ready ☐ Yes ☐ No If No, When _____

Delivery Hours _____ AM to _____ PM ☐ 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)

If 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: _____

SALES 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 (MESC)

The following terms and conditions shall apply should the Customer elect to purchase equipment outright:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.

3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.

4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona consents to jurisdiction in that forum.

6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

7. **SEVERABILITY**: If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.

9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.

10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

11. **ASSIGNMENT**: Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

13. **ORIGINAL DOCUMENT**: Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

14. ENTIRE AGREEMENT: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

Gila County:

Gila County Manager

Don E. McDaniel, Gila County Manager

1/9/12

Date

KONICA MINOLTA:

Jay W. Douglas

Individual Authorized to Sign

Jay W. Douglas, Major Account Executive

12/20/2011

Date

APPROVED AS TO FORM:

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

Konica Minolta Business Solutions U.S.A., Inc.

KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

KMBS CPC Service & Maintenance Agreement

Sold To: (legal name)

Name: Gila County Account Number:

Address Line 1: Gila County Child Support Division

Address Line 2: Accounts Payable: Sylvia Martinez

Street Address: 1400 East Ash Street

City: Globe State: AZ Zip: 85501

Tax Exemption ☑ No ☐ Yes (Certificate required)

PO Required ☐ No ☑ Yes (Copy required)

Ship To:

Name: Gila County Account Number:

Address Line 1: Gila County Child Support Division

Address Line 2: Beverly Puhara

Street Address: 157 South Broad Street

City: Globe State: AZ Zip: 85501

Tax Exemption Number:

PO Number: PO Expiration Date:

Advantage CPC Maintenance Plan

Cost Per Copy

☑ With Supplies ☐ Without Supplies - Purchased Separately

Effective Date:

Billing for CPC contract: ☐ Monthly ☐ Quarterly ☑ Annually

Overages billed: ☐ Monthly ☐ Quarterly ☐ Annually

Contract Term (Months): ☐ 12 ☐ 24 ☐ 36 ☐ 48 ☑ 60

Product Covered Under Contract:

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Min Volume	CPC	Monthly Min $	Overage CPC
1	Bizhub 552		C	N/A	N/A	N/A	N/A	N/A
			B/W	ZERO	Unlimited	N/A	$ 63.44	Unlimited
2			C					
			B/W				$761.25	Unlimited
3			C				Annual Base	Includes Toner
			B/W					Includes Staples
4			C					
			B/W					
5			C					
			B/W					
6			C					
			B/W					

Comments

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: Don E. McDaniel Jr. (Please Print)

Signature: (Authorized Representative of Customer) 1/9/12 (Date)

Title: County Manager

KMBS Representative: 12/20/11 (Date)

KMBS Manager: 12/20/2011 (Date)

FOR INTERNAL USE

☐ New Customer ☑ Maintenance w/ Equipment Order ☐ Maintenance Only ☐ Maintenance Billed by KMBS ☐ Maintenance Billed by Lease Company ☐ Dealer Serviced

PE #: 825104-R072711 Agreement #: 40038415 Customer Code 1:

Promotion #: Price Plan #: 10i-KMBS-0127 Customer Code 2:

Subfleet #: Customer Code 3:

Key Operator Contact:	Beverly Puhara	Phone:	(928) 402-8853	Email Addr:	bpuhara@co.gila.az.us
Meter Read Contact:	Beverly Puhara	Phone:	(928) 402-8853	Email Addr:	bpuhara@co.gila.az.us
Accounts Payable Contact:	Sylvia Martinez	Phone:	(928) 425-3231	Email Addr:	smartinez@co.gila.az.us

Special Instructions:

Additional Documents Attached:
☑ Price Exception ☐ Tax Exempt Certificate
☑ Purchase Order ☐ Credit Application

	Sales Rep Number	Sales Rep Name (Please Print)	Sales Rep Email Address
Originating:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Order Taking:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us
Servicing:	9415280	Jay W. Douglas	jdouglas@kmbs.konicaminolta.us

Contract Processed: ☑ Windsor, CT ☐ Branch (Branch Name)

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to of acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. NO CASH PAYMENTS ACCEPTED. Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each "8 ½ x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplexed copies For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" - 5 clicks.

3. **SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is paced in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement This service, when requested, will be at the then billable rate of KMBS.

4. **COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous

KONICA MINOLTA

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KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

5. **ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

6. **SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, it this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 pm., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

7. **PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

8. **vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis).

9. **SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

10. **DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not

KONICA MINOLTA

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KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS
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continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

11. **AUTOMATIC RENEWAL:** Intentionally deleted.

12. **ESCALATION:** Intentionally deleted.

13. **EARLY TERMINATION CHARGE**: In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

14. **NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA In providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

15. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

16. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

17. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

18. **WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE. THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. **REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all roses and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona, consents to jurisdiction in that forum.

21. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

22. **WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, Shari in no way he considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement snail be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

23. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

24. **SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in http://kmbs.konicaminolta.us Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.

KONICA MINOLTA

SCHEDULE A - 1
KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

25. **ENTIRE AGREEMENT**: The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

26. **DIGITAL SUPPORT SERVICE (DSS):** It this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. and 6:00 p.m., Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network / computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis. The monthly rate for DSS is $10 per serial number.

GILA COUNTY:
Gila County Manager

Don E. McDaniel, Gila County Manager

1/9/12
Date

APPROVED AS TO FORM:

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

KONICA MINOLTA:

Individual Authorized to Sign

Jay W. Douglas, Major Account Executive

12/20/2011
Date

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(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.

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 as soon as possible so as not to delay project completion.

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

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY MANAGER

Don E. McDaniel Jr.

1/4/12

Date

APPROVED AS TO FORM:

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

KONICA MINOLTA:

Individual Authorized to Sign

JAY W. DOUGLAS

Print Name

MAS

Title

12/20/11

Date

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

December 24, 2011, to December 30, 2011

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
100109-01R Swire Coca-Cola USA	Automated Vending Machine Service	30% commission to revenue	1-12-12 to 1-11-13	12-28-11	Renewable for 2 more 1 yr periods	Automated vending machine services for Southern and Northern Gila County.
ADSPO10-00000131 Environmental Systems Research Institute	ArcGIS Mapguide Software & Training	$ 18,679.28	6-25-10 to 6-24-12	12-28-11	Expires	Purchase of ESRI web software and training for web mapping components and better functionality.
112111 Rodriguez Construction	Weatherization Project HH5410 Amendment #1	$ 5099.52	11-30-11 to 2-29-12	12-28-11	Expires	Amendment to original agreement for structural repair.

December 31, 2011, to January 6, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
- Dr. Michael Durham	Medical Consulting Services	$ 15,000.00	1-1-12 to 12-31-12	1-4-12	Renewable for 2 more 1 yr periods	Medical consulting services for the Division of Health and Emergency Services.
120911 Noble Building LLC	Weatherization Project HH3594	$ 5,070.22	1-4-12 to 3-31-12	1-4-12	Expires	Construction, labor and material for community service weatherization project HH3594.
121511 Rodriguez Construction	Weatherization Project HH8258	$ 12,127.30	1-4-12 to 4-21-12	1-4-12	Expires	Construction, labor and material for community service weatherization project HH8258.
122111 Drake Equipment	New 14' Dumping Flatbed Body	$ 10,838.32	1-4-12 to 2-13-12	1-4-12	Expires	Material, labor and installation of a new 14 foot flatbed truck body for consolidated roads trucks.
122611 Gila Energy Management	Weatherization Project HH6337	$ 396.08	1-4-12 to 4-21-12	1-4-12	Expires	Construction, labor and material for community service weatherization project HH6337.
122711 Rodriguez Construction	Weatherization Project HH3450 & 4978	$ 29,452.32	1-4-12 to 4-21-12	1-4-12	Expires	Construction, labor and material for community service weatherization project HH3450, HH4978.

122811 Mountain Retreat Builders	Weatherization Project HH7112	$ 1,994.20	1-4-12 to 4-21-12	1-4-12	Expires	Construction, labor and material for community service weatherization project HH7112.
123011 Green Tree Construction	Weatherization Project HH8168, HH8521	$ 8,444.56	1-4-12 to 4-21-12	1-4-12	Expires	Construction, labor and material for community service weatherization project HH8168, HH8521.
AZ2242 Interstate Copy Shop	Copier Maintenance Agreement for Konica Minolta BH423	$ 806.40	8-20-11 to 8-19-12	1-4-12	Expires	Maintenance agreement for Konica BH423 copier in County Attorney's Office. Includes labor, parts, and drum.
- Syn-Apps LLC (Insight)	Maintenance Renewal for Phone Security System	$ 5,67.93	9-30-11 to 9-29-12	1-4-12	Expires	Maintenance renewal for Payson Complex phone security system.
WN98ABZ Dell Financial Service	Dell Financial Service Computer Management System	$ 48,595.17	1-4-12 to 11-2016	1-4-12	Expires	Replacing existing system management due to lack of support, cost savings and more functionality.
- Kansas State Bank of Manhattan	Konica Minolta Copier BH552 Lease Agreement	$ 7,107.84	12-27-11 to 12-26-14	1-4-12	Expires	Child Support Division new copier lease agreement with a full service maintenance agreement for copies, toner, and staples.