

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, MARCH 6, 2012 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **REGULAR AGENDA ITEMS:**
 - A **Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)**
Information/Discussion/Action to approve the Dedicated Internet Access Service Agreement between the Gila County Library District and Network Services for Internet access for the Hayden Public Library from July 1, 2012, through June 30, 2013, at a cost of \$380 per month, and authorize the Chairman to sign the Agreement. **(Jacque Griffin)**
 - B Information/Discussion/Action to approve the Addendum Maintenance and Subscription Agreement for Polaris Integrated Library System between the Gila County Library District and GIS Information Systems, Inc., for the period April 2, 2012, to March 30, 2015, at a total cost not to exceed \$117,654.51, payable over a three year period. **(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**
 - C Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Presidential Preference Election held February 28, 2012, in Gila County, Arizona, and declare the results official. **(Linda Eastlick)**
 - D Information/Discussion/Action to adopt Resolution No. 12-03-01 accepting the following tracts of land for roadway purposes, Tracts “A”, “B”, “C”, and “D” as shown on Punkin Center Village Subdivision Map, Official Map No. 606 and 606A, Gila County Records and more particularly described in Fee No. 2012-001154, Gila County Records, as public roads and to be maintained as public roadways in the Gila County Maintained Roadway System. **(Steve Sanders)**
 - E Information/Discussion/Action to approve Professional Service Contract No. 020312 between Gila County and Stanley Convergent Security Solutions, Inc. whereby the contractor will provide for the Courthouse security system installation and upgrade in the amounts of \$32,155.91 and \$18,802.51 from March 6, 2012, to May 15, 2012. **(Steve Stratton)**
- 3 **CONSENT AGENDA ACTION ITEMS:**

- A Approval of Amendment No. 3 to Contract No. SS71803D between Gila County and Kimley-Horn and Associates, Inc. for additional engineering and reporting to potentially save construction costs for the Tonto Creek Bridge project in the amount of \$57,174 for the period March 6, 2012, through October 31, 2012.
 - B Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS12-010923) between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services to continue to provide Community Health Grant Program services for the period January 1, 2012, through December 31, 2012.
 - C Approval to submit a Grant Application to the Arizona Criminal Justice Commission for the renewal of an existing Victim Assistance Grant in the amount of \$24,029 with a required cash match by the County of \$24,029 from the General Fund.
 - D Approval of a request by the Phoenix Metro Bicycle Club to use the Courthouse parking area as a rest stop for a bike ride on March 10, 2012.
 - E Approval of a request by GABA, Inc. to use the Courthouse parking area as a rest stop for a bike race on May 5 & 6, 2012.
 - F Approval of the January 2012 monthly departmental activity report submitted by the Clerk of the Superior Court
 - G Approval of the August 23, 2011, September 13, 2011, November 8, 2011, and February 21, 2012, BOS meeting minutes.
 - H Acknowledgment of the Human Resources weekly reports for all personnel action items approved by the County Manager for the month of February 2012, as follows: February 7, 2012, February 14, 2012, February 21, 2012, and February 28, 2012.
 - I Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of February 4, 2012, to February 10, 2012, and February 11, 2012, to February 17, 2012.
 - J Approval of finance reports/demands/transfers for the weeks of February 28, 2012, and March 6, 2012
- 4 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

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

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

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

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

ARF-1110

Regular Agenda Item 2- A

Regular BOS Meeting

Meeting Date: 03/06/2012

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

Department: Asst County Manager/Library District

Fiscal Year: 2012-2013 Budgeted?: Yes

Contract Dates July 1, 2012 - June 30, 2013 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Presenter's Name: Jacque Griffin

Information

Request/Subject

Dedicated Internet Access Service Agreement with Network Services for Internet Access at Hayden Public Library

Background Information

The Gila County Library District has obtained a qualified bid for Internet Access for one year for the Hayden Public Library from Network Services for a T-1 line at a cost of 380.00 per month for one year.

Evaluation

The Gila County Library District provides connectivity for the public libraries in Gila County for public Internet access and for access to the Integrated Library System. The Library District applies each year for the Federal E-Rate Program; a rebate program for communications access for schools and libraries. The entire E-Rate process time line is established by the "Schools and Libraries Coalition" (SLC) which is the federal agency that regulates the E-Rate. The process usually begins in August for the following fiscal year, and follows a very strict schedule with very rigid guidelines. The E-Rate requires that all agreements are reviewed, signed and returned to the SLC within their established 28-day window which expires for us on March 20, 2012. The contract for Internet Access for the Hayden Public Library expires on June 30, 2012. To comply with E-Rate guidelines, the Library District is required to post a request for providers for 28 days, and award to the lowest qualified bidder. Two years ago, we had an unexpected mid-year change in Internet providers for the Hayden Library, which changed their contract cycle. The other seven library contracts are not up for renewal until next year. A one year contract for Hayden Library allows us to get all eight library connectivity contracts on the same three year cycle beginning next year.

Network Services was the lowest qualified bidder that met the E-Rate specifications. They are our current provider. The rate has increased from \$370 to \$380 per month (plus applicable taxes) for T-1 connectivity for the Hayden Library, for one year. We are expecting rebate levels to remain at 90% for the coming fiscal year.

Conclusion

Awarding this agreement to Network Service for dedicated Internet access for the Hayden Public Library allows the Library District to continue to provide Internet access at a reasonable price, provides good service to the residents of Hayden, and assures that the Library District remains compliant with the E-Rate requirements.

Recommendation

Staff recommends awarding the Dedicated Internet Access Service Agreement to Network Service for Internet Access at the Hayden Public Library for one year, at a cost of \$380 per month.

Suggested Motion

Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/Discussion/Action to approve the Dedicated Internet Access Service Agreement between the Gila County Library District and Network Services for Internet access for the Hayden Public Library from July 1, 2012, through June 30, 2013, at a cost of \$380 per month, and authorize the Chairman to sign the Agreement. **(Jacque Griffin)**

Attachments

Dedicated Internet access Hayden Library 2012

Network Services Terms and Conditions



DEDICATED INTERNET ACCESS SERVICE AGREEMENT

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

NETWORK SERVICES BUSINESS REPRESENTATION					
Agent / Retention Manager:		Scott Madison		SM365	775-851-2600
Agent Name:		Lance Torgerson		LT24-7	775-853-3268
ACCOUNT INFORMATION (Please provide a separate Technical Form for each Service Location) Please note that the fields in sections I, II, and III are required					
COMPANY INFORMATION			BILLING INFORMATION (if different than company information)		
I. Company Name (Service Company Name) Gila County / Hayden			II. Bill To:		
Company Address 510 Velasco Ave			Street		
City Hayden	State AZ	Zip Code 85235	City	State	Zip Code
Contact Person Yodona Pennell	Phone Number 928-402-8769		Billing Contact Person	Billing Contact Phone Number	
Contact Fax Number	Contact Email Address ypennell@gcldaz.org		III. REQUIRED FOR ALL: Legal Company Name Gila County		
ACCOUNT DETAIL INFORMATION					
Average Monthly Usage	Monthly Revenue Commitment (MUC)	<input type="checkbox"/> New Account <input checked="" type="checkbox"/> Existing Account		Tax Exemption (send certificate)	
		Account # A000154		Federal: <input checked="" type="checkbox"/>	State: <input checked="" type="checkbox"/>
Migrating service from AT&T or AT&T reseller? <input type="checkbox"/> Yes <input type="checkbox"/> No *If yes, existing AT&T service is <input type="checkbox"/> Dedicated (and/or) <input type="checkbox"/> Switched					
BILLING OPTIONS					
<input checked="" type="checkbox"/> STANDARD BILLING (Single Account Billing) <input type="checkbox"/> MULTI-ACCOUNT BILLING (Please provide separate Service Agreements for Each Account) Multi-Account Service Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 Headquarters Account Name (Company): <input type="checkbox"/> CORPORATE BILLING: Corporate Billing Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 Corporate Billing: Is the above Service address the Headquarters Location? (Y/N): Corporate Billing: Location # of					
Billing Report Options (please provide supporting paperwork): <input type="checkbox"/>					
SERVICE TERM AND PROMOTIONS					
Access Type: (Unit)		Term Plans (MTM)		Service Type:	
T1.5 <input checked="" type="checkbox"/> -OR- T-3 <input type="checkbox"/>		<input checked="" type="checkbox"/> 12 Mo. <input type="checkbox"/> 24 Mo. Or <input type="checkbox"/> 36 Mo		<input checked="" type="checkbox"/> Total -OR- <input type="checkbox"/> Baseline	
# Of Units: (T-1s or T-3s)		1			
Internet T-1 Loop		100.00			
Internet T-1 Port		280.00			
TOTAL Net Monthly Charge for Access (Qty Units x net monthly Unit charge)		\$380.00		<input type="checkbox"/>	
\$ Change + or - \$100 per year. USF and Fed. State and local taxes.					

Renewal
Start Date 7-1-2012

DEDICATED SERVICE REQUEST SUMMARY (Please complete the Technical Specifications Form with Service Details)	
<input type="checkbox"/>	



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SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

The Customer acknowledges pursuant to the terms of this Agreement, Network Services shall provide a dedicated internet access circuit(s) through their contracted provider. As payment for the services provided Customer by Network Services under this Agreement, Customer shall remit payment of the circuit line fees and other charges as set forth herein; Network Services shall bill monthly in advance and customer shall pay its bill no later than the 10th of the current month. Returned or un-honored checks shall be subject to a service charge equal to one and one-half percent of the invoiced amount. Customer shall also pay any and all taxes, universal services fees and other similar charges applicable to the Service. In addition to any other remedies available at law or in equity to Network Services, Network Services shall be entitled to recover from Customer Network Service's reasonable attorneys' fees and court costs incurred as a result or in connection with any breach of this Agreement by Customer. A complete copy of the terms and conditions of this Agreement will be provided upon request. Network Services in its sole judgment, may terminate this Agreement and Customer's right to use or access the Circuits if Customer: (a) breaches any terms of this Agreement: (b) fails to pay any amount due Network Services by the due date for such payment.

Customer authorizes Network Services to request a credit report from a credit-reporting agency in connection with this agreement. Customer understands that upon request Network Services will advise if a credit report was requested and provide the name and address of the credit agency furnishing the credit report.

Attachment "A" by mention is made a binding part of this agreement as set forth herein.

Customer		Network Services	
Name (Printed)		Name (Printed)	Scott Madison
Signature (x)		Signature (x)	
Company Name	Gila County	Title	Managing Partner
Title		Date	2-13-12
Date		SPIN 143029752	

Approved as to form

Gila County Attorney

Date



DEDICATED INTERNET ACCESS SERVICE AGREEMENT

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

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.



DEDICATED INTERNET ACCESS SERVICE AGREEMENT

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

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."



Service Level Agreement - Internet

1. Application of Network Services Backbone SLA

These Network Services Backbone Service Level Agreements (SLAs) provide customers in North America with certain rights and remedies regarding the performance of the Network Services backbone (as defined below). The Network Services Backbone SLAs apply only to North America Customers receiving the following services from Network Services: (i) 56 kbps point-to-point, frame relay (all access speeds) and T1, T3, OC3, or OC12 services, and / or (ii) collocation or dedicated server services (each a customer), unless otherwise specified for a customer. Notwithstanding the foregoing, these Network Services Backbone SLAs do not apply to Network Services Customers who are covered by the Network Services Data center Access Network Service Level Agreement to other Customers of Network Services for services such as, by way of example but not limitation, xDSL, ISDN or Dial-up access services.

2. Definitions

For purposes of these NETWORK SERVICES Backbone SLAs, the following terms have the meanings set forth below:

"NETWORK SERVICES Backbone" means NETWORK SERVICES resale of Internet Protocol (ip) routing infrastructure consisting solely of selected NETWORK SERVICES underlying carriers points of presence at which NETWORK SERVICES underlying carrier has installed measurements devices (Selected POPs) (i) within the United States and connections between them in the forty-eight continental United States and the Trans-Atlantic connections between such selected POPs (the "Trans-Atlantic Network") and (ii) within Asia and the United States and the Trans-Pacific connections between such Selected POPs (the "Trans-Pacific Network").

"Network Outage" means an instance in which no traffic can pass in or out of the Selected POP through which Customer connects to the NS Backbone for more the 15 consecutive minutes.

"Latency" means the average time required for round-trip packet transfers between Selected POPs on the selected portions of the NS Backbone during a calendar month, as measured by NS.

"Packet Loss" means the average percentage of IP packets transmitted between Selected POPs during a calendar month that are not successfully delivered, as measured by NS.

"Average Jitter" means the average variation in delay for packet transfers between Selected POPs during a calendar month, as measured by NS.



"Maximum Jitter" means the maximum variation in delay for packet transfers between Selected POPs, as measured by NS.

"Base Fee" consists solely of the base monthly fee paid by Customer for the affected as Network Services service and excludes all other fees which might be charged to customer, including, by way of example and not limitation, set up fees, fees for local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage, electricity, extra IP addresses, RAM, or hard drives beyond that which is available without additional charge under Network Services standard rates, hourly support charges, and other types of optional additional services.

For example, the dedicated server customers, the base fee may include just the fee for standard server package, which would cover the needs of the server and up to the amount of data transfer allowed each month without additional charge. For customers of Network Services, the base fee may include just the base monthly access for bandwidth fee paid by a customer.

3. Summary of Network Services backbone SLAs

As described in more detail below, Network Services backbone SLAs provide commitments based upon goals in these areas:

The Network Services backbone is available to customer free of network outages 100% of the time.

Latency of the Network Services backbone of (i) 55 milliseconds or less for the North American network, (ii) 90 milliseconds or less for the transatlantic network and (iii) 130 milliseconds or less for the transpacific network.

Packet loss of the Network Services backbone of 0.1% or less

Average jitter on the Network Services backbone of 500 microseconds or less and maximum jitter not to exceed 10 milliseconds more than 0.1% of the time.

4. Network Services backbone availability

Network Services goal is to make the Network Services backbone available to customer free of network outages 100% of the time.

Subject to sections 9 and 10 below, upon customers request, Network Services will issue a credit to customer for network outages in an amount equal to one days worth of base fee paid by customer, multiplied by each hour (or portion thereof rounded to the next hour) of the cumulative duration of such network outages during a particular month.

5. Network Services backbone latency



Network Services goal is to keep latency on the Network Services backbone to (i) 50 milliseconds or less for the North American network, (ii) 90 milliseconds or less for the trans-Atlantic network and (iii) 130 milliseconds or less for the trans-Pacific network.

Subject to section 9 and 10 below, if latency on the North American network, the trans-Atlantic network or the trans-Pacific network, or applicable portion of the Network Services backbone, Network Services will issue a credit to customer equal to one days worth of the base fee paid by customer for such month.

The terms of this Network Services backbone SLA related to latency will take effect the first calendar month after customer's first use of the Network Services backbone.

6. Network Services packet loss

Network Services goal is to keep packet loss on the Network Services backbone to 0.1% or less. If packet loss on the Network Services backbone exceeds 0.1% during a calendar month, Network Services will issue a credit to customer equal to one day's worth of the base fee paid by customer for such month.

The terms of this Network Services backbone SLA relating to packet loss take effect the first calendar month after the customers first use of Network Services backbone.

7. Network Services average and maximum jitter

Network Services' goal is to keep average jitter on the Network Services backbone to 500 microseconds or less and for maximum jitter not to exceed 10 milliseconds more than 0.1% of a calendar month. Subject to sections 9 and 10 below, if average jitter on the Network Services backbone exceeds 500 microseconds or if maximum jitter exceeds 10 milliseconds more than 0.1% of a calendar month, Network Services will issue a credit to customer equal to one days worth of the base fee paid by customer for such month.

The terms of Network Services backbone SLA relating to jitter will take effect the first calendar month after customers for use of the Network Services backbone.



8. Measurement

Network Services will periodically (on average every 15 minutes) measure the Network Services backbone at selected POPs using software and hardware components capable of measuring traffic and responses at such selected POPs. Customer acknowledges that not every POP may be covered by such measurements, that such measurements may not measure the exact path traversed by customer's packets, and that such measurements constitute measurements across the Network Services backbone but not other networks to which customer may connect. Network Services reserves the right to periodically change the measurement points and methodologies it uses without notice to customer. Performance of Network Services backbone will be posted to a web page that we will make available to our customers in the future.

9. Exceptions

Customer shall not receive any credits under these Network Services backbone SLAs in connection with any failure or deficiency of the Network Services backbone caused by or associated with:

- a. Circumstances beyond Network Services reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in transportation, unavailability of or interruption or delay in telecommunications for third-party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Network Services backbone SLAs;
- b. Failure to access circuits to the Network Services backbone, unless such failure is caused solely by Network Services
- c. Scheduled maintenance and emergency maintenance and upgrades
- d. DNS issues outside the direct control of Network Services
- e. False SLA breaches reported as a result of outages or errors of any Network Services measurements system; or
- f. Customer's acts or omissions (or act or omissions of others engaged or authorized by customer), including without limitation, any negligence or willful misconduct, or use of the Network Services backbone for Network Services' services in breach of Network Services' terms and conditions of service or Network Services' acceptable use policy.

10. Credit request and payments procedures

In order to receive a credit, customer must make a request via e-mail to scott@myrep.net. Each connection with a network outage must be received by Network Services within seven days of the network outage and must be confirmed by Network Services measurements of the Network Services backbone. Network Services will receive each request in connection with latency for packet loss in a calendar month within seven days after the end of such month.



Each valid credit will be applied to invoice of customer within 2 billing cycles after Network Services receive a customer's request. Credits are exclusive of any applicable taxes charged to customer or collected by Network Services.

Notwithstanding anything in this Network Services backbone SLA to the contrary, the total amount credited to a customer in connection with network outages, latency, jitter and packet loss in any calendar month will not exceed the base fee paid by customer for such month.

11. Installation

On-Time Provisioning SLA—Our performance objective is to complete installation at a customer site by the due date, set after a complete order is received by the provisioning engineer, for these covered access arrangements:

<u>Access</u>	<u>Calendar Days</u>
T1	45
T3	59
OC-3	69

If we do not meet this objective, customers are eligible to request a credit equal to one month's discounted monthly recurring charge for the service components that aren't installed on time.

ARF-1111

Regular Agenda Item 2- B

Regular BOS Meeting

Meeting Date: 03/06/2012

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

Department: Asst County Manager/Library District

Fiscal Year: 2012 - 2015 Budgeted?: Yes

Contract Dates April 2, 2012 - March 30, Grant?: No

Begin & End: 2015

Matching No Fund?: Renewal

Requirement?:

Presenter's Name: Jacque Griffin

Information

Request/Subject

Maintenance and Subscription Agreement Addendum for Polaris Integrated Library System

Background Information

In 2003, the Library District purchased the Polaris Integrated Library System for the eight affiliate libraries and the community college libraries. Polaris is a web-based integrated library system (ILS) that provides the platform for cataloging, patron records, inventory and circulation processes. In 2008, the agreement was amended for the inclusion of the Apache County Library District libraries to share the ILS.

Evaluation

The Polaris System consists of hardware, software, licenses, subscription services to software that aids functionality of the system, and maintenance and system support. The original agreement also provided data conversion, installation and training. The original agreement was for a period of five years, and the addendum in 2008, which added Apache County Library District to our system, further extended our original agreement, but did not specify a length of time.

Since 2003, a number of the software subscriptions have changed to reflect the evolving technology as well as to enhance the ILS as a whole.

This addendum accomplishes three things: It extends our maintenance agreement for the System as a whole for a period of three years, correctly identifies the current software and subscription services that are provided through Polaris to the Gila County Library District, and in the first year, brings all of the subscription services to the same contract cycle as the maintenance agreement itself.

The original cost for annual software maintenance and system support was \$23,352. The Library District and Polaris have since added a subscription to ZMarc Authority and Syndetic Solutions, changed Microsoft SQL to Brightstor SQL, and dropped

Crystal and Symantec subscriptions. The cost for annual support and software is based on the number of stations licensed to the system and has increased since that time, particularly since 2008, when the Apache County Library District was added to our system. Apache County Library District fully cover the added cost of their stations, and currently reimburse the Gila County Library District \$11,000 for their share of this maintenance, as well as provide \$1,800 annually for server equipment replacement costs.

The current cost for annual software and maintenance and system support will be \$36,481 for the first year, \$39,986.96 for the second year, and \$41,186.55 for the third year of this contract. The first year costs reflect the fact that many of the subscriptions are partial year, to bring all of them to same ending dates.

Conclusion

The Polaris Integrated Library System has been a valuable asset for the affiliate libraries as well as the residents of Gila County. Continuing the maintenance and system support as well as the subscription services ensures continuity in the provision of library services.

Technological applications are continuing to evolve in the area of Integrated Library Systems, and three years from now, we may find that we would be better served with a different system or with modifications to our current system; however, continuing this agreement provides for our current needs as well as time to plan for future solutions.

Recommendation

Staff recommends approval of the Maintenance and Subscription Agreement Addendum for Polaris Integrated Library System.

Suggested Motion

Information/Discussion/Action to approve the Addendum Maintenance and Subscription Agreement for Polaris Integrated Library System between the Gila County Library District and GIS Information Systems, Inc., for the period April 2, 2012, to March 30, 2015, at a total cost not to exceed \$117,654.51, payable over a three year period. **(Jacque Griffin) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

Attachments

Maintenance and Subscription Addendum Polaris ILS 2012

Polaris ILS Agreement 2003

Apache County Addendum Polaris ILS 2008

Approval as to Form

POLARIS[®]

Integrated Library System

Addendum Maintenance and Subscription

This document shall serve as an addendum to the Agreement dated September 19th, 2003 between Gila County Library District ("Client") and GIS Information Systems, Inc., Inc. This agreement shall remain in effect for a period of three (3) years from (start date) 4/02/2012 to (end date) 3/30/15.

Attachment "A" by mention is made a binding part of this agreement as set forth herein.

Annual Software Maintenance and Subscription Costs through 4/2/13:

<u>Item</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Amount</u>
<u>Software Maintenance 4/3/12 - 4/2/13:-</u>			
Simply Reports - 10 user	1	\$2,500.00	\$2,500.00
Polaris Server Software	1	\$10,352.23	\$10,352.23
Polaris Staff Client	43	\$400.00	\$17,200.00
Polaris PowerPAC - SPA	1	\$1,380.31	\$1,380.31
Prorate - Polaris Staff Client	3	\$78.75	\$236.25
Polaris Export Utility	1	\$165.38	\$165.38
Polaris Staff Client	11	\$135.00	\$1,485.00
Outreach Services	1	\$255.27	\$255.27
Software Maintenance Cost 4/3/12 - 4/2/13			\$33,574.44
 <u>Subscription Services:-</u>			
BrightStor ARCserve prorate 9/18/12 - 4/2/13	1	\$50.00	\$50.00
BrightStor SQL prorate 9/18/12 - 4/2/13	1	\$65.00	\$65.00
ZMARC Authority prorate 12/01/12 to 4/2/13	1	\$1,606.78	\$1,606.78
Syndetic Solutions 4/3/12 - 4/2/13	1	\$1,184.78	\$1,184.78
Pro-rated Total			\$2,906.56
Total: Maintenance & Subscriptions through 4/2/13:			\$36,481.00

BrightStor ARCserve will be renewed 9/18/12 through 4/2/13 at a pro-rated amount.
 BrightStor ARCserve SQL will be renewed 9/18/12 through 4/2/13 at a pro-rated amount.
 Syndetic Solutions will be renewed 4/3/12 through 4/2/13 at the full annual rate.
 ZMARC Authority will be renewed 12/1/12 through 4/2/13 at a pro-rated amount.

Subscriptions have been prorated so that all services would renew on the same date each year.

Annual Software Maintenance and Subscription Costs through 4/3/13 - 4/2/14:

<u>Item</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Amount</u>
<u>Software Maintenance 4/3/13 - 4/2/14:-</u>			
Simply Reports - 10 user	1	\$2,575.00	\$2,575.00
Polaris Server Software	1	\$10,662.80	\$10,662.80
Polaris Staff Client	43	\$412.00	\$17,716.00
Polaris PowerPAC - SPA	1	\$1,421.72	\$1,421.72
Polaris Staff Client	3	\$139.00	\$417.00
Polaris Export Utility	1	\$170.34	\$170.34
Polaris Staff Client	11	\$139.00	\$1,529.00
Outreach Services	1	\$262.93	\$262.93
Software Maintenance Cost 4/3/13 - 4/2/14			\$34,754.79
<u>Subscription Services 4/3/13 - 4/2/14:-</u>			
BrightStor ARCserve	1	\$154.50	\$154.50
BrightStor SQL	1	\$200.85	\$200.85
ZMARC Authority	1	\$3,656.50	\$3,656.50
Syndetic Solutions	1	\$1,220.32	\$1,220.32
Subscription Services Cost 4/3/13 - 4/2/14			\$5,232.17
Total: Maintenance & Subscriptions 4/3/13 - 4/2/14:			\$39,986.96

Annual Software Maintenance and Subscription Costs through 4/3/14 - 4/2/15:

<u>Item</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Amount</u>
<u>Software Maintenance 4/3/14 - 4/2/15:-</u>			
Simply Reports - 10 user	1	\$2,652.25	\$2,652.25
Polaris Server Software	1	\$10,982.68	\$10,982.68
Polaris Staff Client	43	\$424.36	\$18,247.48
Polaris PowerPAC - SPA	1	\$1,464.37	\$1,464.37
Polaris Staff Client	3	\$143.17	\$429.51
Polaris Export Utility	1	\$175.45	\$175.45
Polaris Staff Client	11	\$143.17	\$1,574.87
Outreach Services	1	\$270.82	\$270.82
Software Maintenance Cost 4/3/14 - 4/2/15			\$35,797.43
<u>Subscription Services 4/3/14 - 4/2/15:-</u>			
BrightStor ARCserve	1	\$159.13	\$159.13
BrightStor SQL	1	\$206.87	\$206.87
ZMARC Authority	1	\$3,766.19	\$3,766.19
Syndetic Solutions	1	\$1,256.93	\$1,256.93
Subscription Services Cost 4/3/14 - 4/2/15			\$5,389.12
Total: Maintenance & Subscriptions 4/3/14 - 4/2/15:			\$41,186.55

Services Include:

Agreement dated September 19th, 2003

Software Maintenance and System Support

Agreement dated September 19th, 2003 Line item 16:

Telephone support and updates for the SOFTWARE will be provided as part of the annual SOFTWARE Maintenance fee. Support calls to Polaris for any items declined or any service not covered under maintenance will incur a \$200.00 hourly fee (minimum one (1) hour). This fee only covers Polaris support personnel's time and efforts. Additional costs may be incurred for replacement part: repairs by the manufacturer's agent, shipping and insurance, etc.

Finally, it is agreed by both parties that the Agreement will be renewed for a three (3) year term commencing on 4/3/2012 and expiring on 4/2/2015. Fees for maintenance services will continue to be billed annually in advance over the course of this three (3) year term. Increases in annual maintenance or subscription fees will be limited to 3%. At the end of this three (3) year term, any renewal term will be subject to the mutual written agreement of both parties.

ACCEPTED BY:
Gila County Board of Supervisors
Inc.

Name: _____
Title: Chairman, Board of Supervisors
Date: _____

ACCEPTED BY:
On behalf of GIS Information Systems, Inc.,

Name: William Shelby
President
Date: 2-14-12

ATTEST:
Name: _____
Title: _____

APPROVED AS TO FORM:
Name: _____
Title: _____

Bryan Chambers
Chief Deputy County Attorney

ATTACHMENT "A"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability: GIS Information Systems, Inc. and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between GIS Information Systems, Inc. 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 GIS Information Systems, Inc. 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. GIS Information Systems, Inc. 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. GIS Information Systems, Inc. Defined: As used in this Addendum, the term "GIS Information Systems, Inc." 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 "GIS Information Systems, Inc." in that written agreement.

D. Relationship of the Parties: GIS Information Systems, Inc. is an independent Contractor of the County. GIS Information Systems, Inc. represents that it has or will secure, at its 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. GIS Information Systems, Inc. warrants that it has obtained or will obtain Worker's Compensation Insurance for its 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 GIS Information Systems, Inc. that it shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither GIS Information Systems, Inc. nor any employee of the GIS Information Systems, Inc. shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause: GIS Information Systems, Inc. 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 GIS Information Systems, Inc. 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: GIS Information Systems, Inc. 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 GIS Information Systems, Inc. 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 GIS Information Systems, Inc. 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 GIS Information Systems, Inc. from and against any and all claims. It is agreed that GIS Information Systems,

Inc. will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, GIS Information Systems, Inc. agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by GIS Information Systems, Inc. for the County.

G. Entire Contract Clause: GIS Information Systems, Inc. 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 GIS Information Systems, Inc. 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.

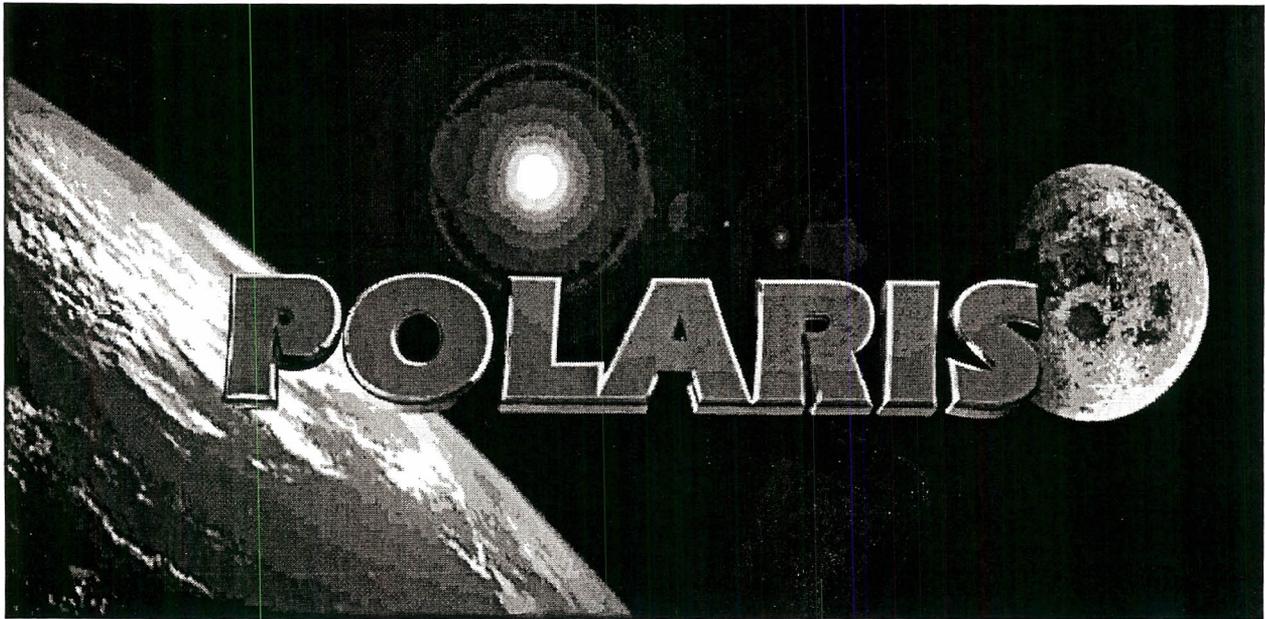
L. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) GIS Information Systems, Inc. certifies that it does not have scrutinized business operations in Iran or Sudan and that it is in compliance with the Export Administration Act and not on the Excluded Parties List.

M. Legal Arizona Workers Act Compliance: GIS Information Systems, Inc. hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to GIS Information Systems, Inc.'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"). GIS Information Systems, Inc. shall further ensure that each subcontractor who performs any work for GIS Information Systems, Inc. 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 GIS Information Systems, Inc. and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of GIS Information Systems, Inc.'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 GIS Information Systems, Inc. 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, GIS Information Systems, Inc. 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.

GIS Information Systems, Inc. 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."



**POLARIS
INTEGRATED LIBRARY SYSTEM
CONTRACT**

September 19, 2003

**Gila County Library District,
Arizona.**

**PO BOX 4901 • SYRACUSE, NY 13221-4901
1-800-272-3414 • FAX 1-315-457-5883 • <http://www.gis.gaylord.com>**

THIS AGREEMENT, is made between GIS Information Systems, INC. (a qualified Subchapter S subsidiary of The Croydon Company, Inc.,) a corporation organized under the laws of the State of New York, with its principal place of business at 7272 Morgan Road, Liverpool, New York, party of the first part (herein after referred to as "GIS"), and the Library District named below, party of the second part (hereinafter referred to as "GILA COUNTY LIBRARY DISTRICT").

Gila County Library District
1400 East Ash Street
Globe, AZ 85501
(928) 425 - 3231

WITNESSETH:

WHEREAS, GIS has developed a computerized system (hereinafter referred to as "POLARIS"®) consisting of hardware and software for library technical services, patron services, and public access to library databases, and is currently providing system services to libraries and GILA COUNTY LIBRARY DISTRICT is desirous of having such services provided at its location;

NOW, THEREFORE the parties mutually agree as follows:

1. Definitions:

- 1.1. "HARDWARE" is defined as all equipment and products including, but not limited to, the (a) server(s), disk drives, and tape drive(s), (b) workstations and peripherals, (c) bar wand scanner(s), decoder(s), and wand(s), (d) printers, (e) wiring and communication devices and (f) supplies for such equipment. GILA COUNTY LIBRARY DISTRICT may, at its sole option, choose to procure HARDWARE, as specified by GIS, from an alternative source using various other GILA COUNTY LIBRARY DISTRICT contracts. GIS shall provide complete and accurate HARDWARE specifications (incorporated herein under Schedule J) to allow GILA COUNTY LIBRARY DISTRICT to proceed with this option.
- 1.2. "SOFTWARE" is defined as POLARIS computer programs, including, but not limited to, (a) the integrated library system software in the system server(s), and (b) the client software resident in the Workstation(s). The SOFTWARE is listed in Schedule B and includes all corrections, modifications and updates thereof.
- 1.3. The term "SOFTWARE MATERIALS" in this Agreement shall mean any machine readable or printed material, including but not limited to documentation stored on CD, On-Line Help files and hard-copy guides, which are designated by GIS as available under license to libraries who have licensed the program to which those materials relate.
- 1.4. "SERVICES" shall mean all services provided by GIS as identified in the Schedules attached herein.
- 1.5. "ACCEPTANCE TESTS" shall mean the tests set forth under Schedule K herein, and shall comprise, at a minimum, Hardware Functionality Software Functionality, Response Time and Database Load.
- 1.6. The "OPERATIONAL DATE" shall be the day on which GIS and GILA COUNTY LIBRARY DISTRICT (following an installation schedule mutually agreed upon by both parties) mutually declare in writing use of the SOFTWARE as purchased under this Agreement, to be available to, and thus accepted by, GILA COUNTY LIBRARY DISTRICT. In no event shall the OPERATIONAL DATE precede the completion of the ACCEPTANCE TESTS set forth herein. The OPERATIONAL DATE shall be established at final sign-off that clearly states that GILA COUNTY LIBRARY DISTRICT accepts the SYSTEM as Production Ready, that all SYSTEM deliverables have been met, and that GILA COUNTY LIBRARY DISTRICT is satisfied.
- 1.7. The "SYSTEM" as referred to herein, is the combination of SOFTWARE and SERVICES as sold to GILA

COUNTY LIBRARY DISTRICT by GIS under this Agreement and which is installed at the GILA COUNTY LIBRARY DISTRICT location(s) noted herein. For the purposes of this Agreement, components supplied by any party other than GIS shall not be considered as part of the "SYSTEM".

1.8. "THIRD-PARTY", when used in conjunction with hardware and/or software, shall mean any device, component or program not supplied by GIS under this or future Agreements, Addendums and Purchase Orders.

2. Statistics.

Statistics set forth in Schedule A, Library Statistics, include the number of titles, number of patrons, number and type of workstations, number of locations, total items issued annually, and the number of items in the collections at GILA COUNTY LIBRARY DISTRICT locations where the SYSTEM is to be used. "Items" are defined as materials circulated by GILA COUNTY LIBRARY DISTRICT (individual copies of books, records, cassettes, etc.). Since GIS relies on these statistics to provide GILA COUNTY LIBRARY DISTRICT with HARDWARE specifications and to set parameters of the SOFTWARE, GILA COUNTY LIBRARY DISTRICT agrees that its statistics as shown are reasonably correct as of this date.

3. Implementation Plan

An Implementation Plan (hereinafter, "Plan") or detailed Statement of Work (SOW), for the project must be developed in mutual cooperation by GIS and GILA COUNTY LIBRARY DISTRICT prior to the installation of any HARDWARE, SOFTWARE, or performance of SERVICES under this Agreement. The Plan, upon written approval of both parties, shall be incorporated in this Agreement. The Plan must include, but is not limited to, the following items:

- identification of all required tasks;
- a timeline of all required tasks;
- an indication of which party is responsible for completion of each task;
- what resources are required to do the task (materials, tools, controls, etc.);
- any dependencies for task to be accomplished;
- expected duration of each task (in a uniform metric i.e. hours, days, weeks);
- expected deliverable of the task (or metric for measuring success);
- training courses or other items;

Written approval of both parties shall be required for changes to the Plan following initial approval, and such changes will be incorporated herein.

4. Installation Schedule.

4.1. Pursuant to Article 3, Implementation Plan, GILA COUNTY LIBRARY DISTRICT and GIS will mutually agree upon a date on which to commence installation of the SOFTWARE. Upon completion of installation and the ACCEPTANCE TESTS, and following GILA COUNTY LIBRARY DISTRICT's written acceptance of the SYSTEM through formal sign-off, both parties shall mutually agree to an OPERATIONAL DATE pursuant to Article 1.6. herein.

4.2. If, following the execution of this Agreement and the signing of the Implementation Plan, the delivery and/or installation of the SOFTWARE that is provided by GIS is postponed until after the proposed OPERATIONAL DATE provided in the then current Implementation Plan due to extensions requested by GILA COUNTY LIBRARY DISTRICT or the failure of GILA COUNTY LIBRARY DISTRICT to perform its responsibilities under the terms of the Implementation Plan, then GIS, at its option, shall be entitled to invoice GILA COUNTY LIBRARY DISTRICT for any balance due on delivery and/or installation, pursuant to Schedule I, Payment Schedule.

4.3 If, following the execution of this Agreement, the delivery and/or installation of the SOFTWARE is postponed until after the proposed OPERATIONAL DATE provided in the then current Implementation Plan due to extensions requested by GIS or to the failure of GIS to perform its responsibilities under the terms of the Implementation Plan, then GILA COUNTY LIBRARY DISTRICT, at its option, shall be entitled to implement termination proceedings subject to the conditions set forth under Article 5.2 herein,

and upon termination, GILA COUNTY LIBRARY DISTRICT shall receive a full refund of all GILA COUNTY LIBRARY DISTRICT monies paid to, and received by, GIS, up to the date of termination. Pursuant to Article 5.4 herein, GIS, in turn, shall be entitled to receive payment for any SERVICES satisfactorily rendered (as agreed to by GILA COUNTY LIBRARY DISTRICT) up to the date of termination. In the event of termination, the SOFTWARE shall be returned to GIS or destroyed pursuant to Article 6.1 of this Agreement.

5. Term.

- 5.1. This Agreement is effective upon final signature and for an initial term ending two (2) year from the OPERATIONAL DATE. It shall then be renewed for three (3), one-year periods, with the concurrence of both GIS and GILA COUNTY LIBRARY DISTRICT. GILA COUNTY LIBRARY DISTRICT will notify GIS of GILA COUNTY LIBRARY DISTRICT's intent to renew the contract at least thirty (30) days prior to its expiration date. GIS will then approve or disapprove its willingness to renew the contract. GILA COUNTY LIBRARY DISTRICT's notice of intent to renew the contract shall be sent via United States mail to Manager of Contracts and Proposals, GIS Information Systems, Inc. PO Box 4903, Syracuse, NY 13221. GIS agrees to notify GILA COUNTY LIBRARY DISTRICT at least ninety (90) days in advance of the effective date of any change in fees or SERVICES. Any increase in fees shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for the Western Urban United States over the life of the Agreement term. GIS agrees that no price increases will be requested over the initial two (2) year contract term.
- 5.2. If either party is in material breach of any of the terms and conditions of this Agreement, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such breach, to the breaching party. The breaching party will have thirty (30) days after notice is given to cure such breach, or, if the breach cannot reasonably be cured within thirty (30) days, the breaching party shall provide a written estimate of the time needed to cure such breach, shall commence to cure such breach within ten (10) days of notice from the aggrieved party and shall diligently continue to prosecute such cure to completion. If the breaching party fails to cure, commence to cure in timely manner, or diligently prosecute such cure to completion, the aggrieved party, at its option, shall be entitled to terminate this Agreement or suspend its performance under the Agreement and avail itself of any and all remedies available under this Agreement, at law or in equity.
- 5.3. In the event either party becomes insolvent or voluntarily or involuntarily bankrupt or a receiver, assignee or other liquidating officer is appointed for all or substantially all of the business of either party, or if either party makes an assignment for the benefit of creditors, then the other party, at its option may immediately terminate this Agreement by notice to the offending party to that effect. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and any such assignment or attempted assignment shall be void and in no event shall this Agreement or any rights or privileges hereunder be an asset of either party under any bankruptcy, insolvency or reorganization proceedings.
- 5.4. Notwithstanding the conditions for termination set forth under Article 4.3 herein, if this Agreement is suspended or terminated by GILA COUNTY LIBRARY DISTRICT, whether for cause or convenience, then, effective upon the date of suspension or termination, GILA COUNTY LIBRARY DISTRICT shall be relieved of further payment obligations, and shall be liable for payment only for those goods and SERVICES satisfactorily received and accepted with formal sign-off prior to the date of suspension or termination. If the Agreement is terminated, any pre-paid maintenance fees shall be refunded to GILA COUNTY LIBRARY DISTRICT to the date of termination on a pro-rated basis. If the Agreement is mutually reinstated, then GILA COUNTY LIBRARY DISTRICT shall reassume its payment obligations.
- 5.5. GIS acknowledges GILA COUNTY LIBRARY DISTRICT's ownership of the various databases installed upon the SYSTEM. Upon termination of this Agreement by either party, or upon conclusion of the Agreement term, GIS agrees to assist GILA COUNTY LIBRARY DISTRICT in extracting all GILA COUNTY LIBRARY DISTRICT-owned data from the SYSTEM. Such assistance shall include personnel

time and GIS's best efforts, provision of documentation regarding the format and contents of the extracted data, verification that extracted data is complete and in a form suitable for use by GILA COUNTY LIBRARY DISTRICT, and other assistance necessary for the extraction of data. Such assistance shall be provided by GIS at no charge to GILA COUNTY LIBRARY DISTRICT if termination of this Agreement by GILA COUNTY LIBRARY DISTRICT comes as a direct result of a breach, by GIS, of any of the terms and conditions set forth herein; in all other circumstances concerning termination, GIS shall be entitled to charge GILA COUNTY LIBRARY DISTRICT at its then current rates for data extraction services, including any actual expenses for travel to GILA COUNTY LIBRARY DISTRICT. The data shall include all contents of all files created, maintained, and owned by GILA COUNTY LIBRARY DISTRICT, including all bibliographic data, holdings data, patron data, in-process transaction data associated with circulation control, cataloging, acquisitions, serials control, and any other activity or module in use by GILA COUNTY LIBRARY DISTRICT. Wherever standards such as MARC exist for the format of that data, GIS will furnish such data in the standard format. Appropriate documentation shall be provided. These SERVICES will not be delayed or withheld by GIS in the event of any legal proceeding initiated by either party.

6. Return or Destruction of Licensed Software.

- 6.1. Pursuant to Articles 5.2 and 5.3 herein, if this Agreement is terminated and the right to continued use of the SOFTWARE and SOFTWARE MATERIALS under the conditions set forth herein is withdrawn, then all SOFTWARE and SOFTWARE MATERIALS must be returned to GIS, or if so requested in writing by GIS, destroyed. Within one (1) month after the date of discontinuance of any license granted hereunder, GILA COUNTY LIBRARY DISTRICT will furnish to GIS if requested, a certification that through GILA COUNTY LIBRARY DISTRICT's best efforts and to the best of GILA COUNTY LIBRARY DISTRICT's knowledge, the original and all copies of the SOFTWARE and SOFTWARE MATERIALS received from GIS or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form, including translations, whether partial or complete, and whether or not modified or merged into other SOFTWARE MATERIALS as authorized herein.

7. GIS Fees and Deliverables.

Based on the statistics in Schedule A, and subject to any special conditions appended in Schedule J, Additional Considerations, GIS will provide deliverables detailed in the following Schedules at the fees indicated:

- Schedule B: Software Costs: Polaris Software Licenses
- Schedule C: Subscription Services
- Schedule D: Professional Services: Database Services
- Schedule E: Professional Services: Implementation and Training
- Schedule F: Professional Services: Installation
- Schedule G: Software Maintenance and System Support
- Schedule H: Summary of System Costs
- Schedule I: Payment Schedule
- Schedule J: Additional Considerations
- Schedule K: Acceptance Tests

8. Payment.

- 8.1. Payment for Professional SERVICES shall be due 30 days after receipt of invoice (Terms 1%, 10 days, net 30) and payment is contingent upon GILA COUNTY LIBRARY DISTRICT acceptance through formal sign-off, as set forth under Paragraph 1, Schedule I.
- 8.2. Payments for Database SERVICES shall be made in accordance with acceptance through formal sign-off and with the terms that are set forth in Paragraph 2, Schedule I.
- 8.3. Payments for SOFTWARE license charges shall be made in accordance with acceptance through formal sign-off and with the terms that are set forth in Paragraph 3, Schedule I.
- 8.4. In accordance with the terms that are set forth in Paragraph 4, Schedule I, GILA COUNTY LIBRARY DISTRICT will pay SOFTWARE maintenance fees annually in advance during the term of this Agreement, commencing one (1) year from Polaris Server Software acceptance and formal GILA COUNTY LIBRARY DISTRICT sign-off and OPERATIONAL DATE
- 8.5. Fees enumerated in Schedules B through G are summarized in Schedule H.
- 8.6. Payment terms are offered at 1% 15 days net 30. Payment in full on all invoices is due according to the terms of this contract or within 30 days of receipt of the invoice, whichever date is later. Within thirty (30) days of receipt of the invoice, GILA COUNTY LIBRARY DISTRICT may serve GIS with written notice disputing any charge. If the dispute is not resolved within forty-five (45) days of receipt of said written notice, then after following any prerequisites required by Arizona law either party may file a claim in the appropriate jurisdictional court in Gila County, AZ. All invoices submitted by GIS will reference a line item in the Implementation Plan, be in congruence with this Contract, and have an acceptance/formal GILA COUNTY LIBRARY DISTRICT sign-off for the item(s) being invoiced.
- 8.7. In the event that payment is not made in full according to the specified terms, a service charge will be added to the undisputed balance after deducting all payments and credits. For any payment considered past due and undisputed by GILA COUNTY LIBRARY DISTRICT, GILA COUNTY LIBRARY DISTRICT agrees to pay interest at 1% per month (effective annual rate of 12%) on the unpaid balance or the highest rate permitted by law, whichever is less.
- 8.8. If failure to pay according to the terms of this Agreement causes this account to be assigned for collection, or causes legal action to be taken, GILA COUNTY LIBRARY DISTRICT agrees to negotiate in good faith all reasonable costs of collection incurred by GIS, including reasonable court costs and reasonable attorney fees.
- 8.9. In the event the completion of Polaris Server Software installation and acceptance is other than the first day of the month, maintenance charges will be pro-rated accordingly. Maintenance charges are subject to change annually, commencing three (3) years from the completion of Polaris Server Software installation and formal GILA COUNTY LIBRARY DISTRICT acceptance/sign-off, and effective upon ninety (90) days written notice to GILA COUNTY LIBRARY DISTRICT. Any increase in charges shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for the Western Urban United States over the life of the Agreement term. If the charge for any service provided under this Agreement is increased by GIS, GILA COUNTY LIBRARY DISTRICT may, with thirty (30) days prior written notice, terminate this agreement upon the effective date of such increase. Otherwise the new charges will become effective upon the date specified in the notice. Annual maintenance for the first period shall be billed from the OPERATIONAL DATE to the end of the current Fiscal Year. All subsequent maintenance shall be billed based on GILA COUNTY LIBRARY DISTRICT's Fiscal Year (July 1 – June 30).

9. Licenses.

- 9.1. GIS and GILA COUNTY LIBRARY DISTRICT agree that the following terms and conditions will apply to any GILA COUNTY LIBRARY DISTRICT order for GIS licensed SOFTWARE programs and SOFTWARE MATERIALS that is accepted by GIS. GIS will (1) furnish such licensed SOFTWARE and

SOFTWARE MATERIALS to GILA COUNTY LIBRARY DISTRICT; (2) grant to GILA COUNTY LIBRARY DISTRICT a non-transferable and non-exclusive license to use the licensed SOFTWARE and SOFTWARE MATERIALS; (3) provide SOFTWARE service and maintenance, as described herein.

- 9.2. Each license granted under this Agreement authorizes use of the licensed SOFTWARE and SOFTWARE MATERIALS by GILA COUNTY LIBRARY DISTRICT as specified herein.
- 9.3. All licensed SOFTWARE, including any subsequent updates purchased and any part thereof, may only be used on the system server(s) or hardware authorized by GIS, and in such quantities as may be determined under Schedule B herein. Polaris Server SOFTWARE may be run on one Production Server and on one or more Training Servers. The Client SOFTWARE is for the use of GILA COUNTY LIBRARY DISTRICT with no implied rights to distribute beyond reasonable use for GILA COUNTY LIBRARY DISTRICT functions. Following GIS's written authorization, all licensed SOFTWARE may be copied, in whole or in part, only for use on the system server(s) or specified hardware configuration. An extra copy of the SOFTWARE is permitted for Disaster Recovery and can be placed on Fail-over servers.
- 9.4. The SOFTWARE may be used on another single server only on a temporary basis during a malfunction of the original server, which causes the SOFTWARE to be inoperable, but may be permanently transferred to a new server owned by GILA COUNTY LIBRARY DISTRICT.
- 9.5. No title to or ownership of the SOFTWARE or SOFTWARE MATERIALS is transferred to GILA COUNTY LIBRARY DISTRICT, and they remain the proprietary property of GIS.
- 9.6. GILA COUNTY LIBRARY DISTRICT shall not allow the SOFTWARE, the SOFTWARE MATERIALS or any portion thereof to be reverse compiled, disassembled, or in any way altered.
- 9.7. GIS may terminate all proprietary licenses granted hereunder and require return of the SOFTWARE and SOFTWARE MATERIALS upon written notice to GILA COUNTY LIBRARY DISTRICT if GILA COUNTY LIBRARY DISTRICT fails to comply with these terms and conditions. GIS shall have the right to enforce these terms and conditions against GILA COUNTY LIBRARY DISTRICT.
- 9.8. GILA COUNTY LIBRARY DISTRICT must notify GIS of GILA COUNTY LIBRARY DISTRICT's intention to change the designation of the location at which licensed SOFTWARE is to be used. The change of designation will be effective upon the date set forth in the notice confirming the change in designated location furnished to GILA COUNTY LIBRARY DISTRICT by GIS.

10. GILA COUNTY LIBRARY DISTRICT's Responsibilities:

- 10.1. GILA COUNTY LIBRARY DISTRICT will pay all costs associated with local network communications. GIS is responsible for the architecture of the required network environment and for coordinating with County Telecom for concurrence.
- 10.2. GILA COUNTY LIBRARY DISTRICT will assume responsibility for purchasing, installing, configuring and maintaining all hardware components necessary, including but not limited to: the servers specified herein by GIS, network components, PC Workstations, Scanners, Printers, and cables. If requested, GIS will provide GILA COUNTY LIBRARY DISTRICT with specifications for peripheral hardware components.
- 10.3. GILA COUNTY LIBRARY DISTRICT will provide a staff member as system administrator. If appropriate, based on the size and complexity of the system, a second and/or (if necessary) a third staff member should be designated as PC/network administrator. Experience with Windows 2000 and MS SQL is an advantage but not a requirement. The following are areas in which the staff member (s) will be expected to be knowledgeable following implementation and training:
 - Installation, booting and basic troubleshooting of Windows 2000

- Fault tolerance and backup/recovery
- Security, user/group management
- Server management, licensing, registry management, remote access
- Network configuration/management in a TCP/IP environment (WINS,DNS,DHCP)
- Server-based tools for Win9x and NTWS
- Network Client Administration

GILA COUNTY LIBRARY DISTRICT shall designate no more than these three (3) key personnel for special training in the use of the SYSTEM. Should any assignment change, GILA COUNTY LIBRARY DISTRICT shall promptly inform GIS. Training will be scheduled as mutually agreed by both parties. The key personnel shall be GIS's single point of contact with the GILA COUNTY LIBRARY DISTRICT following execution of this Agreement.

- 10.4 GILA COUNTY LIBRARY DISTRICT will accept responsibility for all server operations, including, but not limited to, regularly scheduled backups, server configuration updates, system software upgrades subject to GIS's agreement, installation and maintenance of current service packs and security patches, and SOFTWARE updates pursuant to Article 10.7. GIS is responsible for providing a checklist of those operations that it feels are necessary along with the frequency performed. Failure by GILA COUNTY LIBRARY DISTRICT to administer server operations may result in written notice from GIS to limit, or withhold, its maintenance SERVICES if, following a thirty (30) day cure period, GILA COUNTY LIBRARY DISTRICT, in GIS's reasonable opinion, is unable to provide a satisfactory performance level for server operations. Written notice shall identify all alleged deficiencies in server operations. GIS shall resume its maintenance service when, in GIS's reasonable opinion, server operations are resumed to a satisfactory performance level. GIS's approval will not unreasonably be withheld.
- 10.5. GILA COUNTY LIBRARY DISTRICT will provide GIS with reliable and immediate remote access to the Polaris SYSTEM and to any THIRD-PARTY components, e.g. servers, workstations, network devices, that directly or indirectly effect the performance of the Polaris SYSTEM. GIS is responsible for informing GILA COUNTY LIBRARY DISTRICT of GIS's remote access needs, for coordinating these needs through County Telecom for concurrence, and for abiding by all County access and security standards. This access must be sufficient, in GIS's reasonable opinion, to satisfy the implementation and on-going performance requirements and warranties set forth under this Agreement. Access should be provided via the Internet. Failure by GILA COUNTY LIBRARY DISTRICT to provide minimal access via the Internet may result in unresolved performance issues and may void GIS's obligations with respect to on-going performance requirements and warranties. GILA COUNTY LIBRARY DISTRICT's failure in this regard should not be considered just cause for delaying any tests prior to full acceptance of the SYSTEM. In this instance, if GILA COUNTY LIBRARY DISTRICT is unable to provide access as defined herein, then GIS may require GILA COUNTY LIBRARY DISTRICT to cancel any further testing, to accept the SYSTEM by written notification to GIS, and to establish an OPERATIONAL DATE.
- 10.6. If not provided by GIS, GILA COUNTY LIBRARY DISTRICT will provide an appropriately sized and configured Uninterruptible Power Supply unit (one for every Polaris system server).
- 10.7. GILA COUNTY LIBRARY DISTRICT will accept responsibility for the installation, performance and maintenance of all THIRD-PARTY hardware/software components on the Polaris SYSTEM that are not supplied by GIS under this Agreement. That notwithstanding, changes to the server(s) as a result of the addition of THIRD-PARTY hardware/software components may result in performance degradation. For one (1) year from SYSTEM installation, all GIS staff time spent diagnosing and solving problems caused by such changes or failure to follow specified server maintenance procedures is billable at the rate of \$150 an hour with a minimum \$300 charge. Thereafter, all GIS staff time spent diagnosing and solving problems caused by such changes or failure to follow specified server maintenance procedures is billable at the rate of \$200 an hour with a minimum \$400 charge. Assistance by GIS staff in the rebuilding of servers due to virus or "hacker" intrusion will be billed at \$500 per server, total cost. Before

any charges are levied, a complete analysis will be conducted by GIS and GILA COUNTY LIBRARY DISTRICT staff to determine the problem/cause and who was responsible.

- 10.8. GILA COUNTY LIBRARY DISTRICT will accept responsibility for the export of all data files it wishes to migrate to Polaris. These files will be provided to GIS either in MARC format or in ASCII text files with fixed field lengths or field delimitation. Data will be provided to GIS through ftp (file transfer protocol) or through a mutually agreed upon tape and tape backup format. GIS is responsible for providing complete instructions and formats for GILA COUNTY LIBRARY DISTRICT to follow. GILA COUNTY LIBRARY DISTRICT is responsible for arrangements that may need to be made with the previous automation vendor for the data extraction and any documentation that defines the content of the fields in the exported files. GILA COUNTY LIBRARY DISTRICT assumes responsibility for any fees that may be incurred from services provided by the previous automation vendor for the data export and transfer to GIS if such services are necessary. GILA COUNTY LIBRARY DISTRICT assumes the responsibility of conducting communication between GIS and other vendors, as necessary, to assure that all conditions for proper file export and transfer are met.
- 10.9. GILA COUNTY LIBRARY DISTRICT will accept responsibility for the data concerning GILA COUNTY LIBRARY DISTRICT's system profile and system parameters that it has provided to GIS based on guidelines for the profile and parameters set by GIS. GIS agrees to provide prompt written notice of any material discrepancy of which it becomes aware between data provided by GILA COUNTY LIBRARY DISTRICT and data required for effective functioning of the SOFTWARE. GIS shall not have any responsibility for the use or function of the SOFTWARE beyond those guidelines set forth in its Response to GILA COUNTY LIBRARY DISTRICT's Request for Proposal.

11. Site Preparation

It is understood and agreed that the aforesaid fees do not include any site preparation or installation costs except as described in Schedule F, Professional Services: Installation. GIS is responsible for providing a comprehensive checklist and requirements. GILA COUNTY LIBRARY DISTRICT shall, at its own expense, prepare the site to house the computer hardware in accordance with the installation specifications presented in GIS's Proposal or supplied to GILA COUNTY LIBRARY DISTRICT immediately following contract signing. Pursuant to those specifications, GILA COUNTY LIBRARY DISTRICT shall provide suitable electric service for operation of the hardware and a reliable connection to the network via the Internet. GILA COUNTY LIBRARY DISTRICT is also solely responsible for preparing an environment free of any and all impediments, including, but not limited to, asbestos, hazardous materials, and/or hazardous conditions, that may interfere with GIS's ability to perform a successful and timely installation of the SYSTEM components. Site preparation shall be completed by GILA COUNTY LIBRARY DISTRICT within forty-five (45) days of contract signing.

12. Privacy of Data.

GIS agrees not to use patron details such as names, addresses, etc., for any purpose other than providing requested service to GILA COUNTY LIBRARY DISTRICT and agrees not to transmit GILA COUNTY LIBRARY DISTRICT data to any third party, except as requested by GILA COUNTY LIBRARY DISTRICT.

13. Restriction on Modification.

GILA COUNTY LIBRARY DISTRICT shall not modify any licensed SOFTWARE in machine-readable form nor merge such SOFTWARE with other Software programs.

14. Protection and Security.

- 14.1. GILA COUNTY LIBRARY DISTRICT will take appropriate action, by instruction, Agreement or otherwise, with any persons permitted access to licensed SOFTWARE so as to enable GILA COUNTY LIBRARY DISTRICT to satisfy its obligations under Articles 9 and 13 in this Agreement.
- 14.2. All licensed SOFTWARE MATERIALS contain GIS proprietary information, use of which is limited

by the licenses granted in this Agreement. GILA COUNTY LIBRARY DISTRICT will not disclose or otherwise make available, except as required by law, any licensed SOFTWARE MATERIALS in any form to any third party except to GILA COUNTY LIBRARY DISTRICT's employees, or to agents directly concerned with licensed use of the program.

- 14.3. GIS agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. GILA COUNTY LIBRARY DISTRICT shall be notified immediately upon receipt of any such order of court, pertaining to production of such information. GIS shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

15. Warranty.

- 15.1. GIS warrants that GIS has the right to license the SOFTWARE listed in Schedule B, Software Costs: POLARIS Software Licenses hereunder. GIS further warrants that the SOFTWARE will perform in accordance with the SOFTWARE MATERIALS in effect when shipped to GILA COUNTY LIBRARY DISTRICT. GIS agrees to make reasonable efforts to correct all reproducible material errors in the SOFTWARE and discrepancies between the SOFTWARE MATERIALS and the actual SOFTWARE performance, contingent upon GILA COUNTY LIBRARY DISTRICT advising GIS of such errors within one (1) year from delivery. Thereafter, GIS will provide program service and maintenance as described in Schedule G, Software Maintenance and System Support. Pursuant to, but not limited by, Paragraph 15.2 herein, GIS does not warrant that the operation of the licensed program will be uninterrupted or error-free or that all program defects will be corrected.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER TYPE WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL.

- 15.2. Notwithstanding the conditions set forth in Article 10.5 herein, GIS disclaims any responsibility for correcting any adverse effects on either the performance or operation of the POLARIS SYSTEM, or on the individual components of said SYSTEM, as a result of GILA COUNTY LIBRARY DISTRICT's use of (a) THIRD-PARTY hardware or software, and/or (b) databases and networks external to the POLARIS SYSTEM, in conjunction with the POLARIS SYSTEM. The foregoing does not apply when HARDWARE is purchased by GILA COUNTY LIBRARY DISTRICT on its own accord in substantial accordance with the specification provided herein by GIS. GIS may provide consultation SERVICES or assistance relating to GILA COUNTY LIBRARY DISTRICT's use of non-specified THIRD-PARTY hardware and software, external databases and networks, and shall reserve the right to charge for such services, at the rates set forth under Article 10.7 herein. In the case of the THIRD-PARTY products noted below, GIS agrees to waive its right to charge for consultative SERVICES.

- Content enrichment products, subject to testing and approval by GIS, including but not necessarily limited to Syndetics Solutions.
- Library Guardian
- 3M Self-Check machines (check-in and check-out)
- Vernon FTX self – check
- OCLC Direct Request ILL
- Brodart DartClix and BIBZ.COM
- Point of Sale/Cash Drawer Solutions
- Valley Collections
- Follett Media Sights and Sounds

16. Software Maintenance and System Support

- 16.1. Telephone support and updates for the SOFTWARE will be provided as part of the annual SOFTWARE Maintenance fee. Service coverage and limitations are set forth under Schedule G herein.
- 16.2. SOFTWARE updates will be made available periodically. GIS is responsible for providing all materials to GILA COUNTY LIBRARY DISTRICT to successfully install and implement the updates. GIS shall have full discretion as to the timing and content of SOFTWARE updates during the term of this Agreement. Failure to release SOFTWARE updates during any specific term does not constitute default on the part of GIS because of the continuation of the right to use telephone support and other support-related SERVICES. Given the complexity of the library automation environment, including such factors as evolving standards, developmental tools, and market demands, except as noted in section 4 under Schedule J Additional Considerations herein, GIS reserves the right to modify its development plan for future releases for the best interests of its current customers, its organization (from a support perspective) and future marketability.
- 16.3. GIS and GILA COUNTY LIBRARY DISTRICT will accept mutual responsibility for implementing SOFTWARE updates. All mandatory SOFTWARE updates and general release upgrades must be installed within one (1) year of their release to insure proper program performance and continued support. In conjunction with Section 10.4 herein, failure by GILA COUNTY LIBRARY DISTRICT to install SOFTWARE updates and upgrades within the agreed time frame may result in the termination of program service and maintenance, or in the increase of program service and maintenance fees where appropriate.
- 16.4. Each type of program service and maintenance specified will be available unless discontinued by GIS upon one hundred and eighty (180) days written notice.
- 16.5. GIS reserves the right to charge at \$200 per hour with a minimum \$400 charge for any additional effort that results from providing SERVICES for a licensed program altered by GILA COUNTY LIBRARY DISTRICT.

17. Patent and Copyright.

- 17.1. GIS will defend GILA COUNTY LIBRARY DISTRICT against any claim that licensed SOFTWARE and/or SOFTWARE MATERIALS furnished and used within the scope of the license granted herein infringe a U.S. patent or copyright and GIS will pay resulting costs, damages and attorney fees finally awarded, provided that: (a) GILA COUNTY LIBRARY DISTRICT promptly notifies GIS in writing of the claim, and (b) GIS has sole control of the defense and all related settlement negotiations.
- 17.2. If such claim has occurred, or in GIS's opinion is likely to occur, GILA COUNTY LIBRARY DISTRICT agrees to permit GIS at its option at no additional expense to GILA COUNTY LIBRARY DISTRICT either to procure for the GILA COUNTY LIBRARY DISTRICT the right to continue using the licensed SOFTWARE and/or SOFTWARE MATERIALS, or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, GILA COUNTY LIBRARY DISTRICT agrees on one (1) month's written notice from GIS to return or destroy all copies of the licensed SOFTWARE and/or SOFTWARE MATERIALS received from GIS and all copies thereof, and to receive a refund for any monies paid for said licensed SOFTWARE and/or SOFTWARE MATERIALS, exclusive of any periodic maintenance fees.
- 17.3. GIS shall have no obligation to defend GILA COUNTY LIBRARY DISTRICT or to pay costs, damages, or attorney's fees for any claim based upon GILA COUNTY LIBRARY DISTRICT's use of licensed SOFTWARE that has been altered by the GILA COUNTY LIBRARY DISTRICT without GIS's express permission and in direct breach of Articles 9.6. and 13. herein.
- 17.4. The foregoing states the entire obligation of GIS with respect to infringement of patents or copyrights.

18. Limitation of Remedies.

- 18.1. For any claim concerning performance or non-performance by GIS pursuant to or in anyway related to the subject matter of this Agreement and any supplement hereto, GILA COUNTY LIBRARY DISTRICT shall be entitled to recover actual damages to the limits set forth in this section.
- 18.2. GIS's liability for damages to GILA COUNTY LIBRARY DISTRICT for any cause whether in contract or tort, including negligence, shall be limited to a maximum of all monies paid for the SOFTWARE, exclusive of any maintenance fees.
- 18.3. This limitation of liability will not apply to Articles 17 and 28 herein, or to claims for personal injury to the extent caused solely by GIS's negligence.
- 18.4. In no event will GIS be liable for any damage arising from the use, operation, or modification of the SYSTEM by GILA COUNTY LIBRARY DISTRICT, or for any lost profits or other consequential, special, or indirect damages, even if GIS has been advised, knew or should have known, of the possibility of such damages.

19. Waiver of rights.

The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

20. Severability.

If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

21. Headings.

The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

22. Governing Law.

This Agreement shall be subject to all applicable laws, ordinances, rules, regulations and zoning restrictions of the Federal Government of the United States of America, of the State of Arizona, of the County of Gila, and of the City of Globe. Notwithstanding any provisions(s) in any licensing agreement, the applicable law for any legal disputes arising out of this Agreement shall be the law of the State of Arizona and the venue shall be in Gila County, Arizona. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the court including any action at the appellate level.

23. Saving Clause.

Typographical and stenographic errors are subject to correction.

24. Assignments.

Both parties agree that no sublicensing, or assignment of their rights or interest, nor delegation of their duties under this Agreement shall be made or become effective without the prior written consent of the other party. Any attempted sublicensing, assignment or delegation without prior written consent shall be wholly void and ineffective for all purposes.

25. Taxes not included.

The charges shown on this Agreement do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing.

26. Whole Agreement.

This Agreement constitutes the entire Agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Neither party shall be bound by any warranty, statement, or representation not contained herein. The

signatories acknowledge reading and agree to comply with all terms and conditions.

27. Force Majeure

Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period mutually agreeable to both parties. Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control.

28. Indemnification

To the fullest extent permitted by law, GIS shall defend, indemnify, and hold harmless GILA COUNTY LIBRARY DISTRICT, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Agreement. GIS's duty to defend, indemnify and hold harmless GILA COUNTY LIBRARY DISTRICT, its agents, representatives, officers, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Agreement including any person for whose acts, errors, omissions or mistakes, GIS may be legally liable.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the GIS shall defend, indemnify and hold harmless GILA COUNTY LIBRARY DISTRICT, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from GIS's work or services. GIS's duty to defend, indemnify and hold harmless, GILA COUNTY LIBRARY DISTRICT, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the GIS, anyone GIS directly or indirectly employs or anyone for whose acts GIS may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including GILA COUNTY LIBRARY DISTRICT.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of GILA COUNTY LIBRARY DISTRICT.

30. Insurance

GIS, at GIS's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to GILA COUNTY LIBRARY DISTRICT.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of GILA COUNTY LIBRARY DISTRICT, constitute a material breach of this Agreement.

The GIS's insurance shall be primary insurance as respects GILA COUNTY LIBRARY DISTRICT, and any insurance or self-insurance maintained by GILA COUNTY LIBRARY DISTRICT shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect GILA COUNTY LIBRARY DISTRICT.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to GILA COUNTY LIBRARY DISTRICT under such policies. GIS shall be solely responsible for the deductible and/or self-insured retention and GILA COUNTY LIBRARY DISTRICT, at its option, may require GIS to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

GILA COUNTY LIBRARY DISTRICT reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. GILA COUNTY LIBRARY DISTRICT shall not be obligated, however, to review such policies and/or endorsements or to advise GIS of any deficiencies in such policies and endorsements, and such receipt shall not relieve GIS from, or be deemed a waiver of GILA COUNTY LIBRARY DISTRICT's right to insist on strict fulfillment of GIS'S obligations under this Agreement.

The insurance policies required by this Agreement, except Workers' Compensation, shall name GILA COUNTY LIBRARY DISTRICT, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against GILA COUNTY LIBRARY DISTRICT, its agents, representatives, officers, directors, officials and employees for any claims arising out of GIS's work or service.

Commercial General Liability.

GIS shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for GIS's operations and products and completed operations.

If GIS subcontracts any part of the work, services or operations awarded to GIS, GIS shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the GIS's work, service or operations under this Agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the GIS's Commercial General Liability insurance.

Automobile Liability.

GIS shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to GIS's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Agreement.

Workers' Compensation.

GIS shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of GIS's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, GIS will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of GIS.

Certificates of Insurance

Prior to commencing work or services under this Contract, GIS shall furnish GILA COUNTY LIBRARY DISTRICT with Certificates of Insurance, or formal endorsements as required by the Contract, issued by GIS's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.

In the event any insurance policy(ies) required by this Agreement is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the GIS's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to GILA COUNTY LIBRARY DISTRICT fifteen (15) days prior to the expiration date.

Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to GILA COUNTY LIBRARY DISTRICT.

31. Rights in Data

GILA COUNTY LIBRARY DISTRICT shall have the use of data and reports resulting from this Agreement 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 this Agreement and to the performance hereunder.

32. GIS's Responsibility

GIS will be responsible for any damages whatsoever to GILA COUNTY LIBRARY DISTRICT property as applicable when such property is the responsibility or in the custody of GIS, its Employees or Subcontractors.

GIS agrees that all Subcontractors performing work under this Agreement shall comply with its provisions and it is expressly understood that all persons employed by GIS, either directly or indirectly, shall be considered employees of GIS, and not employees of GILA COUNTY LIBRARY DISTRICT.

GIS acknowledges and agrees that it is liable and responsible for any act or omission by the GIS, its employees, agents, officers, representatives, and subcontractors occurring in the course of GIS's performance of this Agreement, whether such act or omission occurs on GILA COUNTY LIBRARY DISTRICT property or elsewhere. GIS shall be liable for any loss or damage arising out of or related to GIS's performance of this Agreement, GIS shall bear the above stated liability, even in absence of its own negligence, unless GILA COUNTY LIBRARY DISTRICT actions caused the loss or damage (i.e., if regulation, but damage occurs, GIS is responsible for such damages.) GIS shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by GILA COUNTY LIBRARY DISTRICT to enforce this provision. GIS is responsible for all damage caused by malicious code

that is introduced by its staff, its media, its products or its access into GILA COUNTY LIBRARY DISTRICT's system.

32. **Amendments.**

Amendments and modifications to all, or any part, of the Agreement and to the appendices and referenced attachments, may be made, and shall be binding, only if in writing and signed by duly authorized representatives of both parties.

33. **Funding**

Every payment obligation of GILA COUNTY LIBRARY DISTRICT under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligations. If funds are not available and allocated for the continuance of this Agreement, this Agreement may be terminated by GILA COUNTY LIBRARY DISTRICT at the end of the period for which funds are available. No liability shall accrue to GILA COUNTY LIBRARY DISTRICT in the event this provision is exercised and GILA COUNTY LIBRARY DISTRICT shall not be obligated or liable for any future payments or for any damages as a result of termination under this clause.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement on the dates set forth below.

ACCEPTED FOR GILA COUNTY LIBRARY DISTRICT

ACCEPTED FOR GIS Information Systems, INC.

By: *Jose M. Sanchez*
Jose M. Sanchez
Title: Acting Chairman

By: *William Schilling*
Title: President, GIS Information Systems, INC.

Date: November 18, 2003

Date: 10-30-03

ATTEST:

By: *Rainald Reppard*
Clerk Deputy Clerk

Date: 11-18-03

The foregoing Agreement has been reviewed by the undersigned counsel who have determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

Kyamb Chaulun
Attorney for Gila County Library District

Date: October 23, 2003

ACCEPTED FOR GILA COUNTY LIBRARY DISTRICT

APPROVED AS TO FORM.
FOR GIS Information Systems, INC.

By: *Jacque C. Griffin*
Title: Gila County Librarian

By: *A. Velman*
Title: Manager, Proposals and Contracts

Date: 7 November 18, 2003

Date: 10-30-2003

Schedule A Library Statistics
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1.	Estimated Number of Patrons		27,993
2.	Estimated Number of Items		225,751
3.	Estimated Number of Titles		150,106
4.	Estimated Number of Authority Records		N/A
5.	Items Issued Annually		234,728
6.	Number of Concurrent Workstations/Devices/In-bound Internet (total of categories below)		103
6.1	Staff Client Licenses – General Use	x	43
6.2	PowerPAC/Internet access to PAC	x	Unlimited license – est. at 70 concurrent users
7.	Name and address for Central Server location:	Gila County Library District 1400 East Ash Street Globe, AZ 85501 (928) 425 - 3231	
8.	Other Locations:		
	Gila Community College (Payson) 201 Mud Springs Road Payson, AZ 85541 928-468-8039		Miami Memorial Library 1052 Adonis Avenue Miami, AZ 85539 928-473-2621
	Gila Community College (Globe) 8274 Six Shooter Cyn Globe, AZ 85502 928-425-8481		Payson Public Library 328 North McLane Road Payson, AZ 85501 928-474-9260
	Globe Public Library 339 South Broad Street Globe, AZ 85501 928-425-6111		San Carlos Public Library San Carlos Avenue San Carlos, AZ 85550 928-475-2611
	Hayden Public Library 520 Velasco Avenue Hayden, AZ 85235 520-356-7031		Tonto Basin Public Library 1 Story Street Tonto Basin, AZ 85553 928-479-2355
	Isabelle Hunt Memorial Library 6124 North Randall Place Pine, AZ 85544 928-476-3678		Young Public Library 150 Community Center Road Young, AZ 85554 928-462-3588

Schedule B – Software Costs Polaris Software Licenses
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Polaris Software Licenses

Pursuant to Paragraph 15.1 herein and subject to the terms and conditions of this Agreement, GIS will grant non-transferable and non-exclusive licenses for the following SOFTWARE for use by GILA COUNTY LIBRARY DISTRICT.

POLARIS Integrated Library System:

Maximum allowable Production Servers -	1
Maximum allowable Staff Clients -	43

		<u>Total Cost</u>
1.	<u>Polaris Server SOFTWARE</u> Production Server and Training Server	\$50,000
2.	<u>Polaris Report Writer</u> - Crystal Reports Pro 9 x 1 @415.00 (Single seat PC license)	\$415
3.	<u>Client SOFTWARE</u> Total Staff Licenses: - 43 Unlimited PowerPAC/Internet access licenses (N/C)	\$63,600
4.	<u>Multilingual PAC (site license)</u> North American Spanish	\$5,000
5.	<u>Polaris SOFTWARE MATERIALS</u> Complete set of Polaris documentation on CD + one set of User Guides	N/C

Total - POLARIS Software Licenses	\$119,015
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Schedule B – Software Costs (continued)
Polaris Software Licenses

Note:

1. All other required third-party software licenses are included with the System Software pricing.
2. The Polaris Report Writer and Client License quantities shown are estimated based upon information provided by GILA COUNTY LIBRARY DISTRICT. Such quantities may be subject to change on the mutual agreement of all parties concerned.
3. Access to the enhanced data content in the PAC is made available on a four (4) week trial basis commencing on the live date of the system. At the end of the trial period, GILA COUNTY LIBRARY DISTRICT may contract through GIS (ref: Schedule C Subscription Services) to continue to receive the enhanced data content on an annual fee basis.
4. Annual Maintenance fee for Software Support begins one (1) year from the OPERATIONAL DATE and acceptance and formal GILA COUNTY LIBRARY DISTRICT sign-off. .
5. Additional User Guides may be purchased individually or collectively at then current rates.
6. Additional Staff Client Licenses may be purchased at \$1,450.00 per license and annual maintenance of \$217.00 per license. This rate will be guaranteed for a minimum of two (2) years from the OPERATIONAL DATE. Any Staff Client licenses, in addition to those listed herein, which are purchased at the time this Agreement is executed will be subject to discount as follows:-
 - for 1 – 50 additional Staff Client licenses, a 5% discount will be offered;
 - for 51 – 150 additional Staff Client licenses, a 7% discount will be offered;
 - for 151 – 250 additional Staff Client licenses, a 9% discount will be offered;
 - for 251+ additional Staff Client licenses, a 11% discount will be offered;
 Following execution of this Agreement, purchases of additional Staff Client licenses will be subject to the then current list price.
7. Permission is granted to GILA COUNTY LIBRARY DISTRICT to provide materials jobbers secure access to GILA COUNTY LIBRARY DISTRICT database for service. Access may be provided via Terminal Server. The Terminal Server and the requisite Staff Client licenses are included herein.

The Polaris server software includes all required database elements (tables, indexes, policies, transactions, etc.) Individual Polaris server licenses are required for each stand-alone Polaris server.

The Staff Client license includes:

- Acquisitions with fund accounting
- PAC Client
- Cataloging with authority control (MARC validation program included in cataloging)
- Importing of bibliographic records interface
- Circulation and patron services (group programs, system-wide holds, basic bookmobile, etc.)
- Z39.50 server
- Z39.50 client
- Serials control
- Offline circulation
- System administration

The PAC Client license includes:

- Polaris PowerPAC (requires Internet Explorer 4.0 and higher, Netscape Navigator 4.0 and higher, or AOL - if internally equipped to work with one of the aforementioned browsers).
- Free 4 weeks of Syndetics subscription

All initial and subsequent versions of both the PAC and Staff clients can be downloaded from the server for quick deployment.

Schedule C Subscription Services

Syndetic Solutions

GIS is a reseller for Syndetic Solutions, which offers enriched content for display in the PAC, including tables of contents, first chapters, full color cover images, reviews, etc.

Pricing for Syndetic Solutions is an annual subscription, based on annual circulation statistics. A one-time account setup fee will also be applied. Price increases may occur on an annual basis, at the time of subscription renewal.

To evaluate the purchase of Syndetics' data, GIS can make Syndetics' data available to GILA COUNTY LIBRARY DISTRICT for a four (4) week trial period on the GILA COUNTY LIBRARY DISTRICT training server.

GILA COUNTY LIBRARY DISTRICT's reported annual circulation is 234,728. Based on this figure, the first-year annual subscription will be as follows:

<u>Component</u>	<u>Annual Cost</u>
Fiction and Biography Profiles	\$115.60
Tables of Content	\$132.04
Summaries and Annotations	\$99.52
Chapters and Excerpts	\$99.52
Cover Images	\$145.22
Publishers Weekly Reviews	\$145.22
Library Journal Reviews	\$145.22
School Library Journal Reviews	\$145.22
CHOICE Reviews	\$145.22
Booklist Reviews	\$145.22
Author Notes (if Table of Contents or Fiction and Biography Profiles are selected)	<u>No Charge</u>

Total Annual Subscription Fee	\$1,318
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One-time Setup Fee	\$200
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Note: pricing assumes that GILA COUNTY LIBRARY DISTRICT will purchase all components. Pricing will be adjusted subject to any revisions requested by GILA COUNTY LIBRARY DISTRICT. Annual Subscription Fee will become due on The OPERATIONAL Date or at the time GILA COUNTY LIBRARY DISTRICT begins use of this subscription service – whichever is the later of the two events.

Schedule D - Professional Services Database Services

Data Migration

Bibliographic records/ authority control records	\$7,500
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Item records	\$10,000
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Patron records	\$7,500
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Transaction records	\$10,000
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(Pricing Schedule based upon statistics provided by GILA COUNTY LIBRARY DISTRICT.)

Authority Control Processing

Project Management and Data Off-Load/Re-Load Fee	\$7,500
--	---------

Level 1: Machine processing of LC name, subject, series, and uniform title headings:	\$11,551
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Total – Database Services	\$54,051
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Schedule E - Professional Services Implementation and Training

Implementation Services

Overview

GIS shall provide implementation services involving project consultation and training. These services shall include, but are not limited to:

- Assigning an Implementation Manager whose role will be to work in conjunction with the library during the implementation phase of the contract.
- Providing trainers to instruct the library on the operation of the Polaris application/system administration consistent with the provisions set forth below.

Purpose of the Implementation Site Visit

Your Implementation Manager will schedule a three-day site visit to discuss:

- Policy file creation
- Data migration issues
- Project planning

The Implementation site visit requires the participation of the library's System Administrator as well as representatives from each of the library's administrative units involved or affected by the implementation of Polaris.

Training Philosophy and Fees

Train the Trainer Approach: GIS' approach to training is to thoroughly train a core group (numbers indicated below) at the customer site. This core group will receive in-depth training on the various subsystems. This core group will, in turn, train the remainder of the library staff.

Prerequisites: Prior training on Windows 98, Windows XP Professional and/or Windows NT/2000 is required for all trainees. Up to ten (10) trainees allowed at each training session. Training materials will be provided for each session. Additional training days can be contracted for at a cost of \$1,000 per trainer per day. Training should take place in a room away from public areas and have the capacity to hold the number of trainees (up to 10) and the GIS trainer. It is strongly recommended that each trainee have the use of a library workstation with the Polaris Staff client software installed.

Implementation Manager site visit and on-site training will be charged in whole days at \$1,000 a day for each GIS staff member. **Actual travel and living expenses will be charged.**

Schedule E - Professional Services Implementation and Training (continued)

Project Consultation:

3 Days On-Site Project Implementation Visit (+ actual expenses) <i>(May occur prior to contract signing)</i>	\$3,000
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Polaris Application Training:

16 Days initial on-site training covering the following subsystems (+ actual expenses) <i>(To occur after system installation and initial database load)</i>	\$16,000
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Up to ten (10) trainees allowed per session.

- PAC
- Patron Services
- Cataloging
- Acquisitions
- Serials

Polaris System Administration

4 Days Syracuse-based training covering the following:	\$6,000
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- Polaris System Administration (**Prerequisite: Windows 2000 Operations**)
- Polaris Database and Reports
- Database Maintenance
- Crystal Report – Beginner Designer Course

Site may send up to 3 staff for this training at \$500 per day per person
All library staff travel expenses are the responsibility of the library.

GIS will provide this training for an additional staff member at no charge.

Total – Implementation/Training Services (+ actual expenses)	\$25,000
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Optional Services

- | | |
|--|-----------------|
| - Additional days follow-up training/consultation to address workflow efficiencies, new functionality, outstanding questions | \$1,000 per day |
|--|-----------------|

Schedule F - Professional Services Installation
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Installation.

The installation fee for server hardware and software covers the integration, configuration, and installation of all Server Software, the staging of all Server Hardware, and the on-site integration of the Server Hardware. Said services will be performed initially at GIS's offices and subsequently on-site by GIS technicians, who will perform such services at the rates set forth below. On-site integration by GIS technicians assumes a maximum of three (3) days as part of the fee. Any additional days that are required as a result of the failure of equipment will be charged at \$1,000 a day plus expenses. GILA COUNTY LIBRARY DISTRICT will be responsible for the physical installation of the servers. GIS will provide instructions, checklists and other required materials so that GILA COUNTY LIBRARY DISTRICT can accomplish this as needed.

Server and Server Software - Installation and On-site Integration:

-	Production (SQL) Server	\$5,000
-	PAC Server	\$2,500
-	Training Server	\$2,500
-	Terminal Server	\$2,500

On-site Integration of Servers (includes travel expenses)	\$4,000
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Total: Installation Polaris Servers and Server Software	\$16,500
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Schedule G

SOFTWARE Maintenance and System Support

1. Telephone diagnostic service: is available Monday through Sunday, 24 hours a day excluding standard GIS/GILA COUNTY LIBRARY DISTRICT holidays (to be determined and agreed upon by both parties). GIS Operations Center's hours are 8:00am – 5:00pm Arizona Time. GIS agrees to assist after these hours, or on weekends, if GILA COUNTY LIBRARY DISTRICT must install an upgrade or patch where more than four (4) hours of time is needed to accomplish said tasks. The Library District's designated staff agrees to set an appointment with GIS at least seventy-two (72) hours in advance of such a needed upgrade or patch task. Emergency assistance is limited to work in correcting problems that impact critical functionality of the SYSTEM, such as the inability to circulate books or materials or for customers to search the web-based catalog. SOFTWARE service calls that cannot be solved immediately will be referred to specialists within the Operations Center. Services performed by GIS that are GILA COUNTY LIBRARY DISTRICT caused and beyond the scope of those services listed in 2.1, 2.2. and 2.3. below, or beyond the limitations listed in 3.1., 3.2. and 3.3. below, will be billable at the rate of \$200 an hour with a minimum \$400 charge.
2. SOFTWARE maintenance covers:
 - 2.1 trouble-shooting of any POLARIS SOFTWARE related problem;
 - 2.2 provision of updates to the latest version of the POLARIS SOFTWARE;
 - 2.3 support for Crystal Reports interface with POLARIS SOFTWARE;
3. Service limitations:
 - 3.1. no on-site SOFTWARE support service is included under this Agreement. Any on-site service requested by the GILA COUNTY LIBRARY DISTRICT will be provided at GIS's per-call rates and terms then in effect.
 - 3.2. service will not be provided as a result of:
 - fault or negligence on the part of GILA COUNTY LIBRARY DISTRICT;
 - failure of THIRD-PARTY hardware/software;
 - operator error that deviates from standard operating procedures as described in the SOFTWARE MATERIALS;
 - data loss and/or corruption as a result of any HARDWARE failure
 - 3.3. SOFTWARE support service does not include:
 - Server operating systems;
 - Client operating systems;
 - 3rd party PC software;
 - network/communications software;
 - web server/browser software (except where supplied by GIS);
 - PC trouble-shooting;
 - virus protection, detection or removal; or repair of damage incurred through the infection of a virus;
4. SOFTWARE Maintenance Fees:

		<u>Annual</u>
4.1	POLARIS Server SOFTWARE	\$7,500
4.2	Crystal Reports	\$62
4.3	POLARIS Client SOFTWARE	\$14,790
4.4	Multilingual PAC (one language)	\$1,000

**Annual Software Maintenance and System Support commencing one (1)
Year from the OPERATIONAL DATE**

\$23,352

Schedule H Summary of System Costs

<u>System Costs</u>	<u>Purchase Price</u>
Software Costs	
POLARIS Software Licenses	\$119,015
Subscription Service	\$1,318
Subscription Service Set-up Fee	\$200
Professional Services	
Database Services	\$54,051
Implementation and Training	\$25,000
Installation	\$16,500

SUB-TOTAL: SYSTEM COSTS	\$216,084
LESS DISCOUNT	(\$73,000)
TOTAL: SYSTEM COSTS	\$143,084

Schedule I
Payment Schedules

1. Payment on Delivery

1.1 Professional Services	\$41,700
- Implementation and Training (Schedule E)	
- Installation (Schedule F)	
- Subscription Service Set-up Fee (Schedule C)	
To be paid as services are delivered, accepted and signed-off	

2. Payment for Database Services

2.1 Total Cost	\$54,051
(Schedule D) <estimated>	
Payment for this cost to be made as follows:	
50% upon completion of successful test load	\$27,025.50
50% upon completion of final load	\$27,025.50
To be paid as services are delivered, accepted and signed-off.	
Successful test load is defined as the ability of GILA COUNTY LIBRARY DISTRICT to access and review its migrated data in a training environment.	

3. Payment for Polaris Software

3.1 Sub-Total Costs	\$119,015
(Schedule B)	
Less Discount	(\$73,000)
Total Costs	\$46,015

Payment for these costs to be made as follows:-

25% upon signing the Agreement	\$11,503.75
60% upon completion of Software delivery	\$27,609.00
15% upon OPERATIONAL DATE	\$6,902.25

To be paid as delivered, installed, tested, accepted and signed-off

4. Annual Payments to Commence One (1) Year from the OPERATIONAL DATE of the Polaris Server Software and formal GILA COUNTY LIBRARY DISTRICT acceptance/sign-off.

4.1. Software Maintenance and System Support	\$23,352
(Schedule G)	

5. <u>Subscription Services</u>	\$1,318
(Schedule C)	

The first year Annual Subscription Fee will become due on the OPERATIONAL Date or at the time GILA COUNTY LIBRARY DISTRICT begins use of this subscription service – whichever is the later of the two events. Thereafter, the annual fee will become due on the yearly anniversary of the implementation of the subscription service.

Schedule J
Additional Considerations

1. Returned Goods Authorization.
 - 1.1 Goods mistakenly configured or shipped by GIS will be picked up at GIS's expense and a full credit will be applied to the customer's account. In order to assure the timely handling of your return, a Returned Materials Authorization number must accompany all returns. This may be obtained by calling toll free 1-877-857-1978 ext. 568.
 - 1.2 Goods mistakenly ordered by GILA COUNTY LIBRARY DISTRICT may be returned within 60 days of sale with provision that GILA COUNTY LIBRARY DISTRICT must inform GIS of the mistake within three (3) weeks of delivery. If the return is in its original packaging and fit for resale as new, GILA COUNTY LIBRARY DISTRICT's account will be credited for the selling price less a 20% restocking fee and less any shipping and handling charges. GILA COUNTY LIBRARY DISTRICT must obtain a Returned Materials Authorization number (RMA) and ship the return at its own expense, including insurance for the replacement value of the return. If the return is lost in shipment, GILA COUNTY LIBRARY DISTRICT remains liable to GIS for the full purchase price as invoiced and must collect from the carrier or insurer. If the return is shipped to GIS without a Returned Goods Authorization, an additional tracing fee may be deducted from the value of the return. If GIS fails to provide an RMA within two (2) working days, no tracing fee will be charged. If the return is in a condition that prevents its resale as new, GILA COUNTY LIBRARY DISTRICT will receive credit only for the value as determined by GIS for use as maintenance spares or for sale as used equipment. HARDWARE licenses, barcode labels and all custom goods are not returnable.
2. The Polaris system is based on TCP/IP protocols over an Ethernet network, and uses industry standard techniques and technology for networking. Polaris network topologies and protocols include powerful Ethernet 10BaseT and 100BaseT local area networks, high-speed fiber links, and wide-area digital communications, running a variety of protocols, including TCP/IP. GIS supports Ethernet LANs using TCP/IP. All existing network hardware components must be TCP/IP compatible and manageable. Polaris is a PC based system requiring, at a minimum, Pentium II type workstations running Windows 2000/NT/XP Professional. Existing dumb terminals cannot be re-deployed. Existing PCs with 32MB of RAM can be used for PAC-only workstations, and PCs with 64MB of RAM can be used as Staff workstations. MACs with Ethernet cards and Internet Explorer capability may also be used as PAC workstations. The required wiring is Category 5 (802.3 Ethernet compliant), capable of handling bandwidth from 10Mbps to 100Mbps. Analog equipment is not compatible with the network. As an additional service, GILA COUNTY LIBRARY DISTRICT may contract with GIS for detailed network plans, including design criteria, hardware, and pricing at the then current rates.
3. Subject to the requirements in the preceding clause, GILA COUNTY LIBRARY DISTRICT will be responsible for purchasing, installing, configuring and maintaining all the HARDWARE components necessary, including but not limited to: the servers specified herein by GIS, DC Server, network components, PC Workstations, Scanners, Printers, and cables. GILA COUNTY LIBRARY DISTRICT will be responsible for the physical installation of the servers. Pursuant to SCHEDULE F, GIS will be responsible for integrating the servers into GILA COUNTY LIBRARY DISTRICT's network. GILA COUNTY LIBRARY DISTRICT will also be responsible for installing all Client SOFTWARE on the PC Workstations. On-site installation of Client SOFTWARE is an optional service offered by GIS at \$1,000 per GIS technician per day, plus actual expenses. GIS will be responsible for providing the necessary details to GILA COUNTY LIBRARY DISTRICT to meet the duties and timeframes listed.

Schedule J**Additional Considerations (continued)**

Minimum specifications for DC Server: Dell PowerEdge 500SC (or equivalent), Pentium III 1.13GHz CPU, 512K cache, 256MB memory, tower cabinet, redundant power supply, IDE controller, 48X CD-ROM drive, 3.5" floppy drive, SVGA graphics controller, Ethernet 10/100 NIC, 20GB EIDE disk, 17" SVGA monitor, 700 VA UPS, Microsoft Windows 2000 Server and Symantec pcAnywhere.

4. Hardware and Third-Party Software Specifications

Pursuant to Article 1.1 herein, the following are minimum specifications (hardware and software) for the servers required for the Polaris System as determined by statistical information provided to GIS by GILA COUNTY LIBRARY DISTRICT.

Production Server

- 1 Dell PowerEdge 4600
 - (2) Intel Xeon 2.4GHz CPUs (512k cache)
 - 4GB memory
 - versa rails, rack mount
 - 2 x 3 split backplane
 - DVD-ROM drive
 - SVGA graphics controller
 - RAID Controller
 - (2) Ethernet 10/100 NICs
 - 4mm DDS tape backup
 - (2) 36 GB 15,000 rpm SCSI hot swap disk (System/Swap-RAID 1)
 - (1) 36 GB 15,000 rpm SCSI hot swap disk (Temp-RAID 0)
 - (2) 36 GB 15,000 rpm SCSI hot swap disks (Logs-RAID 1)
 - (3) 36 GB 15,000 rpm SCSI hot swap disks (Data-RAID 5)
 - Internal 56K modem
 - 17" SVGA monitor
 - 2200 VA UPS
 - 20 x DDS 4mm Backup Tapes

PAC Server

- 1 Dell PowerEdge 1750
 - (2) Intel Xeon 2.4GHz CPUs
 - 2GB memory
 - Versa rails, rack mount
 - CD-ROM drive
 - SVGA graphics controller
 - RAID Controller
 - Ethernet 10/100 NIC
 - (3) 36 GB 10,000 rpm SCSI hot swap disks (RAID 5)
 - 17" SVGA monitor

Schedule J

Additional Considerations (continued)

Training Server

- 1 Dell PowerEdge 1750
 - Xeon 2.4GHz CPU
 - 512 MB memory
 - Versa rails, rack mount
 - DVD-ROM drive
 - SVGA graphics controller
 - Ethernet 10/100 NIC
 - (1) 36 GB ultra-wide SCSI disk (System/Temp DB)
 - (1) 36 GB ultra-wide SCSI disk (Logs)
 - (1) 36 GB ultra-wide SCSI disk (Database)
 - 17" SVGA monitor

Terminal Server

- 1 Dell PowerEdge 1750
 - Xeon 2.4GHz CPU
 - 1GB memory
 - Versa rails, rack mount
 - CD-ROM drive
 - SVGA graphics controller
 - Ethernet 10/100 NIC
 - 36GB ultra wide 10,000 rpm SCSI disk
 - 17" SVGA monitor
 - 2200 VA UPS

Production Server Software

- 1 Microsoft Windows 2003 Advanced Server license
- 2 Microsoft SQL Enterprise Server 2000 license with software assurance
- 43 Microsoft Windows 2003 Client Access licenses
- 1 Brightstor ARCserve V.9
- 1 Brightstor ARCserve V.9 SQL Agent
- 1 Symantec pcAnywhere

PAC Server Software

- 1 Microsoft Windows 2003 Server license
- 1 Symantec pcAnywhere

Training Server Software

- 1 Microsoft Windows 2003 Server license
- 1 Microsoft SQL Server 2000 license with software assurance
- 10 Microsoft SQL Server 2003 Client Access licenses
- 1 Symantec pcAnywhere

Terminal Server Software

- 1 Windows 2003 Server license
(includes Terminal Server Services)
- 10 Terminal Server Client Access license

Schedule K
Acceptance Tests

1. OVERVIEW

- 1.1 In order to ensure that GILA COUNTY LIBRARY DISTRICT has received the value and functionality specified in the SOFTWARE MATERIALS, GILA COUNTY LIBRARY DISTRICT, with assistance from GIS, will conduct a suite of tests. It is estimated that these tests will be over a period ending no later than forty five (45) days from completion of the installation of the Polaris system server and server software, which tests shall verify that the SYSTEM functions substantially in conformance with specifications and as warranted under Article 15 herein.
- 1.2 Testing may be conducted on any combination of GIS and non-GIS products, but acceptance and sign-off shall be limited to those products purchased directly from GIS, and shall exclude any THIRD-PARTY products, including, but not limited to, PC Workstations, Communication Devices, and Network Components. The SOFTWARE shall be the version in general release at the time of installation, and no customization shall be permitted until after the OPERATIONAL DATE.
- 1.3 The tests shall be as follows and include (if applicable) unit testing, system testing, and enterprise testing:

Hardware Functionality of Servers Specified by Polaris and purchased from Dell: Those items being drop-shipped and staged by GIS Information Systems, Inc will be tested upon completion of staging and prior to shipment to GILA COUNTY LIBRARY DISTRICT, as well as tested further by GILA COUNTY LIBRARY DISTRICT once GIS Staff have arrived and installed said hardware.

Software Functionality

Database Load

Response Time

The actual scheduling, types of, and sequence of tests will be included in the final version of the Implementation Plan. Upon the successful completion of all the tests set forth under Schedule K herein, GILA COUNTY LIBRARY DISTRICT will notify GIS in writing of its acceptance of the SYSTEM, and pursuant to Article 1.5. herein, both parties shall mutually agree to an OPERATIONAL DATE within seven (7) days of the successful completion of the final test and formal sign-off by GILA COUNTY LIBRARY DISTRICT.

Details regarding each test are on the following pages.....

<p>Schedule K</p> <p>Acceptance Tests (continued)</p>

2. HARDWARE FUNCTIONALITY TEST

The Hardware functionality test will be performed first by GIS Technical Staff upon receipt and consequent staging of hardware equipment and again by GILA COUNTY LIBRARY DISTRICT information technology staff immediately upon shipment and following the successful installation of sufficient equipment to load the test data and commence initial on-site training. Successful completion requires signatures in the box below. This examination will include the following tests as applicable for equipment supplied by GIS:

	<u>Successfully Completed (Y/N)</u>	
	GIS (Date)	GILA COUNTY LIBRARY DISTRICT (Date)
2.1 Central Processing Unit(s) diagnostic test	_____	_____
2.2 Memory unit(s) diagnostic test	_____	_____
2.3 Disk storage/controller unit(s) diagnostic test, including:		
- the writing of a disk file	_____	_____
- the reading of a disk file	_____	_____
- the erasure of a disk file	_____	_____
2.4 Magnetic tape drive units(s) diagnostic test, including:		
- the writing of a file to tape	_____	_____
- the reading of a file from tape	_____	_____
- and the erasure of a tape file	_____	_____
2.5 Complete backup and restore of the system	_____	_____
2.6 Telecommunications unit(s) diagnostic test	_____	_____
2.7 Power loss/failure test	_____	_____

<u>Successful completion of Hardware Functionality Test acknowledged by the GILA COUNTY LIBRARY DISTRICT and by GIS</u>	
_____	_____
(Authorized Signature for the GILA COUNTY LIBRARY DISTRICT)	(Date)
_____	_____
(Authorized Signature for GIS)	(Date)

Schedule K
Acceptance Tests (continued)

3. SOFTWARE FUNCTIONALITY TEST

The purpose of the software functionality test is to verify that the functional capabilities of the SOFTWARE perform substantially in accordance with the SOFTWARE MATERIALS in effect when delivered. The SOFTWARE shall be the version in general release at the time of installation, and no customization shall be permitted until after the OPERATIONAL DATE.

3.1 Timing and Sequence of the Test:

- 3.1.1 Testing will not occur until after the hardware functionality test has been passed.
- 3.1.2 GILA COUNTY LIBRARY DISTRICT may elect to defer training and implementation on one or more specific sub-systems until after the proposed OPERATIONAL DATE; in which event -
 - 3.1.1.1 GILA COUNTY LIBRARY DISTRICT shall so notify GIS in writing;
 - 3.1.1.2 training, testing and acceptance of the remainder of the SYSTEM shall proceed as determined by the Implementation Plan, and no delay or deferment of the OPERATIONAL DATE will be allowed unless agreed upon in advance by both GIS and GILA COUNTY LIBRARY DISTRICT.
 - 3.1.1.3 GILA COUNTY LIBRARY DISTRICT and GIS shall agree to a revised schedule for training and implementing the specific sub-system(s);
 - 3.1.1.4 GILA COUNTY LIBRARY DISTRICT agrees that any such deferment shall not change the conditions governing (a) payment in full for the SYSTEM, and (b) the warranty period for software maintenance and system support;
- 3.1.3 Unless otherwise agreed to by both parties, testing will take place over a period ending no later than forty five (45) days from the completion of the installation of the Polaris system server and server software.
- 3.1.4 All testing will be performed either on the live GILA COUNTY LIBRARY DISTRICT database (if available) or on a test database supplied by GIS. During the testing period, GILA COUNTY LIBRARY DISTRICT may verify other functions which GIS's SOFTWARE MATERIALS indicates the software will perform, and, pursuant to 2.2.2 below, submit any exceptions to GIS in writing.

3.2 Testing Methods:

- 3.2.1 Prior to training, GILA COUNTY LIBRARY DISTRICT shall designate the system administrator as authorized to indicate acceptance of the SOFTWARE functionality.
- 3.2.2 Functions which do not operate according to specification shall be noted and immediately reported in writing to GIS.

Schedule K**Acceptance Tests (continued)**

- 3.2.3 GIS shall clarify and resolve all reported problems within thirty (10) working days of receipt of report, or provide GILA COUNTY LIBRARY DISTRICT with a written estimate of when resolution will occur. Within seven (7) days of receipt of notice of resolution from GIS, GILA COUNTY LIBRARY DISTRICT shall retest the function and confirm that the function has or has not been resolved.
- 3.2.4 All software functionality tests will be conducted from a GILA COUNTY LIBRARY DISTRICT-provided workstation connecting either to the live GILA COUNTY LIBRARY DISTRICT databases or to the GIS-supplied test database.
- 3.2.5 The following are the major sub-systems that constitute software functional testing:
- Online Public Access Catalog
 - Cataloging
 - Circulation
 - System Administration
 - Acquisitions
 - Patron Services
 - Serials.

3.3. Software Functionality Acceptance

The software functionality test for a given function will be successfully completed, the SOFTWARE formally accepted in writing, and GILA COUNTY LIBRARY DISTRICT obligated to pay the relevant invoice(s) when:

- 3.3.1 A substantial majority of the functions tested are operational, and both GILA COUNTY LIBRARY DISTRICT and GIS agree that all necessary steps have been taken to remedy those areas that do not fully meet the acceptance criteria.
- 3.3.2 Each problem properly reported through the end of the test period has been resolved, or GIS has provided a written report which includes a mutually agreed upon schedule for resolution.
- 3.3.3 The Acceptance box at the end of this section has been signed by both parties.
- 3.3.4 GILA COUNTY LIBRARY DISTRICT, at its option, either (1) waives its right to perform any or all of the tests set forth under this Schedule; or (2) concludes such tests within the allowable test period and immediately informs GIS, in writing, of such a decision.

3.4. Software Functional Acceptance By Default

In the event that at the conclusion of the test period, and pursuant to 2.2.2 herein, GILA COUNTY LIBRARY DISTRICT has failed to inform GIS in writing of any functions which do not operate as specified in the SOFTWARE MATERIALS in effect at the time the SOFTWARE was shipped, then the software functionality test will be considered successfully completed and GILA COUNTY LIBRARY DISTRICT obligated to pay the relevant invoice(s).

Schedule K
Acceptance Tests (continued)

3.6. Software Functional Test Remedies

In the event that the software functionality tests do not fall within the guaranteed parameters, and GIS has not responded with a formulated plan for problem resolution within five (5) business days of the end of the test period, GILA COUNTY LIBRARY DISTRICT may at its discretion:

- 3.6.1 Grant GIS further time to resolve the problem, or agree to have the problem escalated to GIS senior management staff for more immediate resolution, *or*
- 3.6.2 Set up a conference call with GILA COUNTY LIBRARY DISTRICT system administrator or his designee, GIS's Implementation Manager for GILA COUNTY LIBRARY DISTRICT System, and GIS's Director of Implementation Services, and other GIS or other GILA COUNTY LIBRARY DISTRICT technical staff as needed, and
- 3.6.3 If the resolution is not underway within two (2) business days from the conference call in 2.6.2 above, set up a conference call between the President of GIS Information Systems and GILA COUNTY LIBRARY DISTRICT system administrator or his designee, or the Director of the GILA County Library District.
- 3.6.4 If the issue is not being resolved after one (1) week from the call in 2.6.3 above GILA COUNTY LIBRARY DISTRICT may require a visit from GIS to directly address the problem, at GIS's expense, or
- 3.6.5 Accept the solution as is and upon negotiating satisfactory terms pay the appropriate invoices.
- 3.6.6 These remedies shall be non-exclusive remedies in the event GIS is unable to pass any software functionality test within ninety (90) days of commencing the test, and GILA COUNTY LIBRARY DISTRICT may have additional remedies under law.

Successful completion of Software Functionality Test acknowledged by the GILA COUNTY LIBRARY DISTRICT and by GIS

(Authorized Signature for the GILA COUNTY LIBRARY DISTRICT)	(Date)
(Authorized Signature for GIS)	(Date)

Schedule K
Acceptance Tests continued)

4. RESPONSE TIME TEST AND PROCEDURES

- 4.1 The exclusive intent of the response time test is to demonstrate that the SYSTEM, as defined in Article 1.6 herein, is capable of meeting the expected response time range set forth in Table 1 hereunder using the following cascading test strategies:
- a) initial test will be under full load across the entire network;
If successful, the completion of the test will be indicated by the signatures of both parties in the acceptance box at the end of this section. If unsuccessful,
 - b) a second test, if required, will be in a single branch environment with several user workstations connected in a networked environment as mutually agreed upon by both GILA COUNTY LIBRARY DISTRICT and GIS.
If unsuccessful,
 - c) a third test, if required, will be performed at a single staff IT workstation in the host library, connected to the production server via the network.
If unsuccessful,
 - d) a fourth test will be performed directly on the production server.
- 4.2 For final acceptance purposes, no other THIRD-PARTY components, including but not limited to workstations and network components, may be used at any time in the performance of this test except as noted in 4.1 above. Successful completion of the test will be indicated by the signatures of both parties in the acceptance box at the end of this section.
- 4.3 The test(s) must be completed within forty five (45) days from the installation of the Polaris system server and server software.
- 4.4 The expected response time range is based directly upon specifications for the system server either provided by GIS in their bid response, or provided by GIS to GILA COUNTY LIBRARY DISTRICT during contract negotiations. GIS will not offer any response time guarantees if the system server does not meet these specifications.
- 4.5 Response time shall be the interval of time between the moment when the operator at the workstation completes the input of a command or data by pushing the "return" key or by completing a label scan, as applicable, and the commencement of meaningful response from the workstation indicating either the result of the transaction or the readiness of the workstation to accept further data or the next transaction.
- 4.6 All records and logs made during the test shall be available for inspection by representatives of GIS and GILA COUNTY LIBRARY DISTRICT during and after the test.
- 4.7 Transactions with multiple steps shall include timings for each step. The average response time is computed by summing the response times for all steps for a given type of transaction and dividing the total by the number of timings.

Continued over....

Schedule K
Acceptance Tests (continued)

Table 1.
Response Time Table for Library System

Response Time Requirements
Normal - Peak Load

<u>Type of Transaction</u>	<u>Expected Response Range in Seconds</u>	<u>Successfully Completed (Y/N)</u>	<u>Date</u>
Check-out	2 - 3	_____	_____
Renewal (excluding Renew All)	2 - 3	_____	_____
Check-in	2 - 3	_____	_____
Fines: Payment at check-in	2 - 5	_____	_____
Search: Item Record (- expected response time based on item barcode search)	3 - 5	_____	_____
Modify: Item Record	3 - 5	_____	_____
Search: Patron Record	3 - 5	_____	_____
Modify: Patron Record	3 - 5	_____	_____
Save: Hold Request	2 - 4	_____	_____
Searches: (limited to access to locally mounted data via local area network and excluding Internet Access - truncated searches not applicable)			
-Keyword	2 - 3	_____	_____
-Keyword/Author	2 - 3	_____	_____
-Keyword/Title	2 - 3	_____	_____
-Browse/Author	2 - 3	_____	_____
-Browse/Title	2 - 3	_____	_____
-Keyword/Advanced	5 - 8	_____	_____
-LCCN	5 - 8	_____	_____
-ISBN	5 - 8	_____	_____
-Author Heading	3 - 5	_____	_____
- Subject Heading	3 - 5	_____	_____
Save: Purchase Order	5 - 8	_____	_____
Save: Purchase Order Line Item	5 - 8	_____	_____
Release: Purchase Order	5 - 8	_____	_____
Receive: Purchase Order	5 - 8	_____	_____
Check-in: Serials Issue Record	5 - 8	_____	_____
UnCheck-in: Serials Issue Record	5 - 8	_____	_____

Unit Test (many)

System Test (for major items – hardware, software, integration)

Enterprise Test (all items working together)

Schedule K
Acceptance Tests (continued)

The Response Time Test shall be successful if:

- 4.8 Response time is within 98% of the parameters shown in Table 1.,
and
- 4.9 All transactions complete successfully, e.g., the workstation did not hang
- 4.10 GIS shall bear its own expenses (if any) for the performance of the response time test only in the event the test is unsuccessful as a result of GIS-supplied components. In all other cases of response time test failure, GILA COUNTY LIBRARY DISTRICT shall negotiate payment of GIS's expense if the problem cannot be resolved any other way.

RESPONSE TIME TEST REMEDIES

- 4.11 Pursuant to the test strategies set forth under section 4.1 herein, in the event that the response times do not fall within the parameters defined under Table 1, then GIS shall be so notified in writing by GILA COUNTY LIBRARY DISTRICT, and both parties shall work together to eliminate the various subsystems and components from the test process with a view to determining (a) the cause of the response time failure, and (b) the party responsible for curing the failure. This process of elimination will include, but may not be limited to, performing response time tests directly at the server.
- 4.12 In the event that such a response time failure relates to the SYSTEM, or components of the SYSTEM, as supplied by GIS under this contract, then GIS shall provide GILA COUNTY LIBRARY DISTRICT with a formulated plan for problem resolution within five (5) business days of such mutual concurrence. In all other cases of response time test failure, GILA COUNTY LIBRARY DISTRICT shall assume full responsibility for correcting the failure, and GIS shall provide and charge for such assistance to GILA COUNTY LIBRARY DISTRICT as both parties deem necessary and appropriate; under which circumstances, the SYSTEM components supplied by GIS shall be determined to have passed the response time test and the test shall be considered successfully completed.
- 4.13 Following the resolution by GIS of the response time test failure, the response time test may be repeated and the results evaluated pursuant to the guidelines set forth under Table 1 herein.
- 4.14 These remedies shall be non-exclusive remedies in the event GIS is unable to pass any response time test within ninety (90) days of commencing the test, and GILA COUNTY LIBRARY DISTRICT may have additional remedies under law.

Successful completion of Response Time Test acknowledged by GILA COUNTY LIBRARY DISTRICT and by GIS

_____ (Authorized Signature for GILA COUNTY LIBRARY DISTRICT)	_____ (Date)
_____ (Authorized Signature for GIS)	_____ (Date)

<p>Schedule K</p> <p>Acceptance Tests (continued)</p>

5. DATABASE LOAD TEST

Pursuant to the services set forth under Schedule D, Database Services herein, on completion of said services by GIS, GILA COUNTY LIBRARY DISTRICT may, at its option, selectively review data files converted by GIS in accordance with the profile agreed to by GIS and GILA COUNTY LIBRARY DISTRICT. The review may be conducted in conjunction with the software functionality testing, and in any event, should not extend beyond the completion date of the software functionality test. During the review period, if it is determined by both parties that errors were made by GIS during conversion that resulted in data that failed to conform to GILA COUNTY LIBRARY DISTRICT's system profile, then GIS shall correct those errors at no cost to GILA COUNTY LIBRARY DISTRICT. Following the review period, any requested corrections shall be at GIS's discretion and at GIS's then current rate for such service. Successful completion of the test will be indicated by the signature of both parties in the Acceptance box below.

<u>Successful completion of Database Load Test acknowledged by GILA COUNTY LIBRARY DISTRICT and by GIS</u>	
<p>_____</p> <p>(Authorized Signature for GILA COUNTY LIBRARY DISTRICT)</p>	<p>_____</p> <p>(Date)</p>
<p>_____</p> <p>(Authorized Signature for GIS)</p>	<p>_____</p> <p>(Date)</p>



After recording, please deliver to: Marian Sheppard, BOS

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

C. 73.03.118.2

PURSUANT to A.R.S. Sections 11-952 and 41-2632, this agreement is made between Maricopa County and Gila County, Arizona.

RECITALS

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost; and,

WHEREAS, the parties hereto desire the free exchange of information, technology, and other services that may assist in improving the efficiency or economy of the procurement of necessary materials and services; and,

WHEREAS, the cooperative purchasing agreement will serve both of those ends;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. That each party will facilitate the cooperative procurement or disposal of any materials, services or necessary construction, and will take whatever steps are necessary to efficiently and economically serve that end.
2. That the procurement or disposal of any material, service or construction subject to this agreement shall be conducted in accordance with A.R.S. Section 11-251 and the Maricopa County Procurement Code, or under directives of the Gila County Procurement Code as each shall respectively apply to the parties.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed by law.

Gila County, AZ
Linda Haught Ortega, Recorder
09/03/2003
09:55AM
Doc Code: IGA

Doc Id: 2003-015492
Receipt #: 17384
Rec Fee: 0.00

GILA CO BD OF SUPERVISORS



4. That the parties will make available, upon reasonable request and subject to convenience, necessity and, in appropriate circumstance a reasonable fee or charge, any information, technology, or other service which may assist in improving the efficiency or economy of each party's procurement or disposal of material, service or construction.

5. That a procuring party will make timely payments to the vendor for materials and services received in accordance with the terms and conditions of the procurement. Payment for materials and services and inspections and acceptance of materials and services ordered by the procuring party shall be the exclusive obligation of such procuring party.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar materials or services.

7. The procuring party shall be responsible for the ordering of materials or services under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability which may arise from action or inaction of the procuring party.

8. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

9. This agreement shall remain in effect until termination by either party. Either party may terminate this agreement by giving 30 days written notice to the other party.

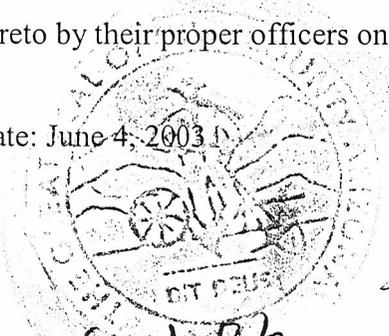
10. This agreement shall take effect after execution by both parties. Pursuant to A.R.S. Section 41-2632, this agreement need not be filed with the County Recorder or the Secretary of State to be effective. This agreement supersedes any and all previous cooperative purchasing agreements between the parties.



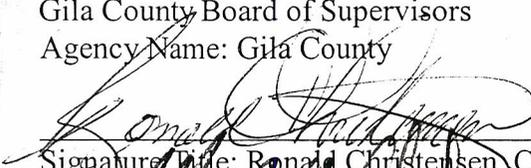
11. This agreement may be canceled pursuant to provisions of A.R.S. Section 38-511 which provisions are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper officers on the dates indicated

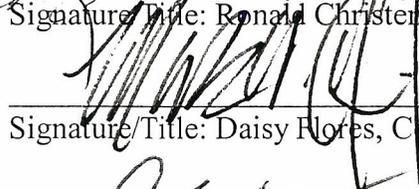
Date: June 4, 2003



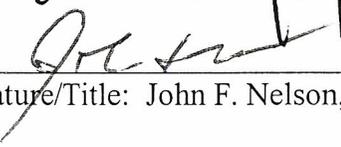
Gila County Board of Supervisors
Agency Name: Gila County


Signature/Title: Ronald Christensen, Chairman

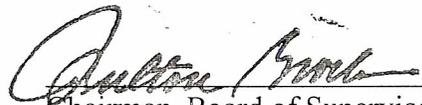
Date: 6-4-03


Signature/Title: Daisy Flores, County Attorney

Date: June 24, 2003


Signature/Title: John F. Nelson, County Manager

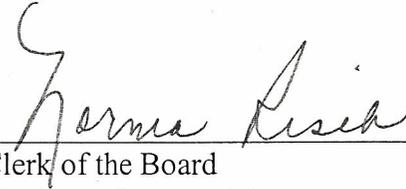
Date: 8/5/03



Chairman, Board of Supervisors
Maricopa County, Arizona

ATTESTED

Date: 8/5/03



DEPUTY Clerk of the Board
Maricopa County, Arizona
073003

APPROVED AS TO FORM

Date: 8/4/03



Deputy Maricopa County Attorney



Gila County, AZ

IGA

2003-015492

Page: 3 of 3
09/03/2003 09:55A
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POLARIS[®]

Integrated Library System

Contract Addendum

This document shall serve as an addendum to the Agreement of September 19, 2003, between Gila County Library District and GIS Information Systems, Inc.

Apache County Library, located at 245 West 1st Street, St. Johns, AZ 85936, has agreed to purchase from GIS Information Systems, Inc., dba Polaris Library Systems, the goods and services listed under the attached Schedules A and B.

Gila County Library District has agreed to allow Apache County Library to load its data and Polaris software on the Gila County Library District server(s); and to have access to said server(s) for the express purpose of running the Polaris Integrated Library System.

Apache County Library acknowledges that it has read, understood, and agrees to abide by, all terms and conditions of the Agreement dated September 19, 2003, between Gila County Library District and GIS Information Systems, Inc.

Apache County Library agrees to pay on delivery for the goods and services provided by Polaris Library Systems. Maintenance charges on the software will commence one (1) year from the Operational Date for Apache County Library.

Summary of Costs

Description	Total Cost	Annual Maintenance
-------------	------------	--------------------

Total: Software Licenses	\$17,580	\$4,050
Total: Database Services	\$6,000	N/A
Total: Implementation Services (includes all Polaris personnel expenses)	\$9,900	N/A
Total Annual Subscription Fee	N/A	\$258

Sub-Total: System Cost	\$33,480
Less Discount	(\$10,000)
Total: System Cost	\$23,480

Payment Schedule:

1. Payment for software and services will be due on delivery.
2. Annual maintenance fee of \$4,050 will commence one (1) year from the Operational date for Apache County Library.
3. The annual subscription fee for enhanced data content for PAC (Syndetic) will commence on the Operational date for Apache County Library.

Statistical Information:

Bibliographic Records	50,000
Item Records	60,000
Patron Records	8,000
Annual Circulation	56,874

Schedule A: Software Licenses

	Total Cost	Annual Maint
Server Licenses:		
Polaris ILS System Server License x 1 Includes: Polaris ILS Database, Z39.50 Server, SMTP for email notification, Remote Patron Authentication, System Administration, System Reports.	\$10,000	\$1,800
Sub-Total: Server Licenses	\$10,000	\$1,800
Client Licenses:		
Total Staff Licenses: 10 licenses @750 each	\$7,500	\$1,350
Unlimited PowerPAC/Internet License	N/C	\$900
Sub-Total: Client Licenses	\$7,500	\$2,250
Microsoft Windows 2003 Client Access Licenses x 10	\$80	N/A
Polaris ILS Software Materials:	N/C	N/C
One (1) complete set of Polaris ILS Documentation + 1 CD		
Total: Software Licenses	\$17,580	\$4,050

Warranty:

Polaris warrants that Polaris has the right to license the Software listed in Schedule A, Software Licenses herein. Polaris further warrants that the Software will perform in accordance with the software materials in effect when shipped to Apache County Library. Polaris agrees to make reasonable efforts to correct reproducible material errors in the software and discrepancies between the software materials and the actual software performance, contingent upon Apache County Library advising Polaris of such errors within one (1) year from delivery. Thereafter, Polaris will provide program service and maintenance as described in Schedule G, Software Maintenance and System Support of the Gila County Library District contract.

Polaris does not warrant that the operation of the licensed program will be uninterrupted or error-free, or that all program defects will be corrected.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER TYPE WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL.

Schedule B: Services

Database Services

Data Migration

	Total Cost
Bibliographic and Authority Record Migration/Load	\$1,500
Item Record Migration/Load	\$1,500
Patron Record Migration/Load	N/A
Circulation Transaction Migration/Load (includes reserves and patron account information)	N/A
Sub-Total: Data Migration	\$3,000

Merge and de-duplication with Gila County

Merge and de-duplication	\$3,000
Sub-Total: Merge and de-duplication	\$3,000

Total: Database Services	\$6,000
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On completion of the Database Services, the merged bibliographic records will be "owned" by the system; at the sole discretion of Apache County Library and Gila County Library District, access to item and patron records may be limited to the "owning" library by use of Polaris permissioning in System Administration.

Schedule B: Services

Implementation Services

Project Consultation:

2 Days on-site Consultation \$3,300

- Implementation process, Policy files creation, Data migration issues, Project planning, and Staff Client System Administration.

Polaris ILS Application Training/Consultation:

4 Days on-site training covering the following subsystems (includes expenses) \$6,600

(To occur after system installation and initial database load)

Up to ten (10) trainees allowed per session.

- PAC
- Patron Services
- Cataloging
- Workflow

Total: Implementation Services (includes all Polaris personnel expenses)	\$9,900
---	----------------

Schedule B Services

Subscription Service to Syndetic Solutions

Polaris is a reseller for Syndetic Solutions, which offers enriched content for display in the PAC, including tables of contents, first chapters, full color cover images, reviews, etc. Pricing for Syndetic Solutions is an annual subscription, based on annual circulation statistics. The annual cost noted below will be in addition to the annual cost currently being paid by Gila County Library District.

Component	Annual Cost
Table of Contents	\$25
Fiction Profile	\$22
Find Similar Titles	Not Selected
Series Information	Not Selected
Awards	Not Selected
Summaries	\$18
Cover Images	\$33
First Chapters/Excerpts	\$18
Author Notes	\$7
Criticas Review (only available with PW Review)	Not Selected
PW Review	\$27
LJ Review	\$27
SLJ Review	\$27
Choice Review	\$27
Booklist Review	\$27
Horn Book Review	Not Selected
Kirkus Review	Not Selected
Total Annual Subscription Fee	\$258

Note: Annual Subscription Fee will become due on the Operational Date of the system.

IN WITNESS WHEREOF the parties have duly executed and delivered this Contract Addendum on the dates set forth below.

ACCEPTED FOR APACHE COUNTY LIBRARY

By: _____

Title: Chairman, Apache County Board of Supervisors

Date: 10.18.2007

ACCEPTED FOR Polaris Library Systems.

By: _____

Title: President, GIS Information Systems, Inc.

Date: 10/2/07

ACCEPTED FOR GILA COUNY LIBRARY DISTRICT

By: _____

Title: Chairman, Gila County Board of Supervisors

Date: 10/22/07

APPROVED AS TO FORM for Polaris Library Systems.

By: _____

Title: Manager Proposals and Contracts

Date: 10/2/07

APPROVED AS TO FORM

By: _____

Title: Apache County Deputy Attorney

Date: 10/18/07

APPROVED AS TO FORM

By: _____

Title: Deputy Gila County Attorney

Date: 10-22-07

S/S

S/S



GILA COUNTY ATTORNEY Daisy Flores

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

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

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

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

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

ARF-1042

Regular Agenda Item 2- C

Regular BOS Meeting

Meeting Date: 03/06/2012

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

Department: Elections Department

Presenter's Name: Linda Eastlick

Information

Request/Subject

Canvass of the February 28, 2012 Presidential Preference Election Results

Background Information

The Governor of the state of Arizona issued a proclamation September 12, 2011, ordering that Arizona's 2012 Presidential Preference Election be conducted on February 28, 2012. The Republican and Green Parties participated in the election and only registered Republican and registered Green voters were able to vote in the election.

Evaluation

ARS 16-642 provides the governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

The Secretary of State Election Procedures Manual provides: the Board of Supervisors shall meet to canvass the Presidential Preference Election returns by congressional district within 10 days after the Presidential Preference Election and shall deliver the canvass to the Secretary of State.

The last day to submit the Canvass to the Secretary of State's office is Friday, March 9, 2012.

Conclusion

The Presidential Preference Election was conducted in Gila County on February 28, 2012, and the Board of Supervisors is required by law to canvass the returns of the election and send a certified copy of the canvass to the Secretary of State.

Recommendation

The Elections Director recommends that the Board of Supervisors canvass the election returns for the Presidential Preference Election held February 28, 2012, and declare the results of the election official.

Suggested Motion

Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Presidential Preference Election held February 28, 2012, in Gila County, Arizona, and declare the results official. **(Linda Eastlick)**

Attachments

February 2012 Election Results Certification Letter

March 6, 2012

Honorable Ken Bennett
Arizona Secretary of State
1700 West Washington Street
Phoenix, AZ 85007

Dear Secretary Bennett:

I, the undersigned, being the Chairman of the Gila County Board of Supervisors do hereby certify that on Tuesday, March 6, 2012, the Gila County Board of Supervisors did canvass the returns of the February 28, 2012, Presidential Preference Election held within Gila County, Arizona, and do testify that the tabulation of votes attached hereto is a true and correct copy of all votes cast at said election.

IN WITNESS WHEREOF, I have affixed my signature and the Great Seal of Gila County at Globe, Arizona, this 6th day of March, 2012.

Gila County Board of Supervisors

Tommie C. Martin, Chairman

Attest:

Marian Sheppard, Chief Deputy Clerk

ARF-1114

Regular Agenda Item 2- D

Regular BOS Meeting

Meeting Date: 03/06/2012

Submitted For: Steve Sanders,
Public Works
Division Deputy
Director

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

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

Presenter's Name: Steve Sanders

Information

Request/Subject

Adopt Resolution No. 12-03-01 accepting the following tracts of land for roadway purposes, Tracts "A", "B", "C", and "D" as shown on Punkin Center Village Subdivision Map, Official Map No. 606 and 606A, Gila County Records and more particularly described in Fee No. 2012-001154, Gila County Records, as public roads and to be maintained as public roadways in the Gila County Maintained Roadway System.

Background Information

Punkin Center Village Subdivision is located in Tonto Basin. The subdivision map was recorded in December 1984. The roads were dedicated as private streets with ownership to be vested with the Punkin Center Village Homeowners Association. Maintenance of the roads is the responsibility of the HOA. The roads have a gravel surface and the combined length of all of the roads in the subdivision is approximately 1.1 miles. About 18 months ago residents in the subdivision approached their County Supervisor about the possibility of the County accepting maintenance of the roads in the subdivision. The Supervisor asked staff to evaluate the request.

Evaluation

The road foreman in the region along with staff from the Engineering Department visited the roads and found the roads to be in a good condition with a gravel surface no signs of drainage problems.

Conclusion

In conclusion, if the Board of Supervisors accepts the roads it will not place an additional burden on the Roads Department to maintain the roads, nor will the current level of service provided on other roads in the area diminish. Adding approximately 1.1 mile of road into the County Maintained Roadway System should generate some additional revenue from the Highway User Revenue Fund (HURF).

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board of Supervisors adopt Resolution No. 12-03-01

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 12-03-01 accepting the following tracts of land for roadway purposes, Tracts "A", "B", "C", and "D" as shown on Punkin Center Village Subdivision Map, Official Map No. 606 and 606A, Gila County Records and more particularly described in Fee No. 2012-001154, Gila County Records, as public roads and to be maintained as public roadways in the Gila County Maintained Roadway System.

(Steve Sanders)

Attachments

Resolution No. 12-03-01

QCD Fee No. 2012-001154



RESOLUTION NO. 12-03-01

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS OFFICIALLY ACCEPTING THE FOLLOWING TRACTS OF LAND FOR ROADWAY PURPOSES, TRACTS "A" "B", "C", AND "D" AS SHOWN ON PUNKIN CENTER VILLAGE SUBDIVISION MAP, OFFICIAL MAP NUMBER 606 AND 606A, GILA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED IN FEE NO. 2012-001154, GILA COUNTY RECORDS, AS PUBLIC ROADS AND TO BE MAINTAINED AS PUBLIC ROADWAYS IN THE GILA COUNTY MAINTAINED ROADWAY SYSTEM

WHEREAS, in accordance with the provisions of A.R.S. §28-6705 the Gila County Board of Supervisors may spend public monies for maintenance of public roads other than highways; and,

WHEREAS, said Board of Supervisors acknowledges these roads were laid out, opened and constructed without cost to the County.

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors that Tracts "A", "B", "C" and "D" as shown on Punkin Center Village Subdivision Map No. 606 and 606A, Gila County Records, and more particularly described in Fee No. 2012-001154 may be maintained as public roadways.

PASSED AND ADOPTED this 6th day of March, 2012.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard,
Deputy Clerk of the Board

Tommie C. Martin, Chairman of the Board

Approved as to Form:

Bryan Chambers, Chief Deputy County Attorney



Record & Return to:
Gila County Public Works
1400 East Ash Street
Globe, AZ 85501

Prepared by:
Michael J. Harper, Esq.
WALKER & HARPER, PC
111 W. Cedar Lane, Suite C
Payson, AZ 85541



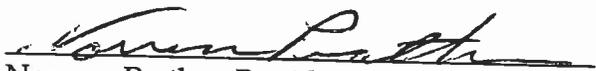
QUIT CLAIM DEED

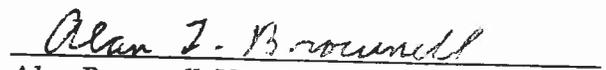
KNOW ALL MEN BY THESE PRESENTS: for the consideration of One Dollars (\$1.00), and other valuable considerations, PUNKIN CENTER VILLAGE HOMEOWNERS ASSOCIATION, does hereby release, remise, and forever quitclaim unto GILA COUNTY, a BODY POLITIC, the Releasee(s), with all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

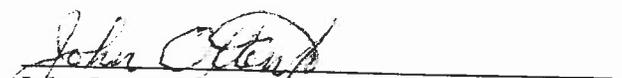
Tracts A, B, C, and D as shown on Punkin Center Village
Subdivision Map, Official Map No. 606 and 606A, Gila
County Records, Gila County, Arizona

Exempt per A. R. S. § 11-1134 A-3

Dated this 28th day of December, 2011


Norman Prather, President
Punkin Center village Homeowners Association


Alan Brownell, Vice-President
Punkin Center village Homeowners Association


John L. Otten, Jr., Secretary
Punkin Center Village Homeowners Association



Dorothy Cousins
Dorothy Cousins Treasurer
Punkin Center Village Homeowners Association

STATE OF ARIZONA :
: SS:
COUNTY OF GILA :

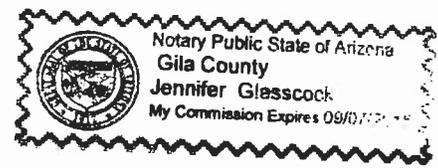
ACKNOWLEDGMENT

On this 27 day of December, 2011, before me, the undersigned Notary Public, personally appeared **NORMAN PRATHER, President of PUNKIN CENTER VILLAGE HOMEOWNERS ASSOCIATION**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 9/7/2015

Jennifer Glasscock
Notary Public



STATE OF ARIZONA :
: SS:
COUNTY OF GILA :

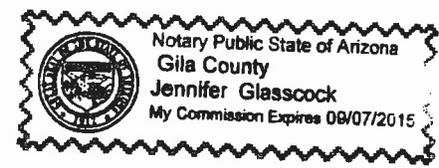
ACKNOWLEDGMENT

On this 28 day of December, 2011, before me, the undersigned Notary Public, personally appeared **ALAN BROWNELL, Vice-President of PUNKIN CENTER VILLAGE HOMEOWNERS ASSOCIATION**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 9/7/2015

Jennifer Glasscock
Notary Public



STATE OF ARIZONA :
: SS:
COUNTY OF GILA :

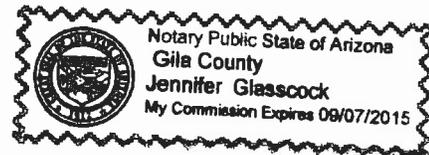
ACKNOWLEDGMENT

On this 25 day of December, 2011, before me, the undersigned Notary Public, personally appeared **JOHN L. OTTEN, JR., Secretary of PUNKIN CENTER VILLAGE HOMEOWNERS ASSOCIATION**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: 9/7/2015

Jennifer Glasscock
Notary Public



STATE OF ARIZONA :
: SS:
COUNTY OF GILA :

ACKNOWLEDGMENT

On this 29th day of DECEMBER, 2011, before me, the undersigned Notary Public, personally appeared **DOROTHY COUSINS, Treasurer of PUNKIN CENTER VILLAGE HOMEOWNERS ASSOCIATION**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires: May 31, 2013

Margaret Rambo
Notary Public



ARF-1112

Regular Agenda Item 2- E

Regular BOS Meeting

Meeting Date: 03/06/2012

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 2012-2013

Budgeted?: Yes

Contract Dates 3-6-12 to 5-15-12

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Presenter's Name: Steve Stratton

Information

Request/Subject

Professional Service Contract No. 020312 with Stanley Convergent Security Solutions for Courthouse Security System Installation

Background Information

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

Evaluation

The first phase of the project 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. This is being done to isolate the public from employee work areas.

The estimated cost for the elevator and stairwell is \$18,802.51.

Several additional security issues will be addressed as they are identified in the future.

Conclusion

The upgrade of the security system at the Globe Courthouse is long overdue and extremely important to the safety of the public as well as County employees.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve Professional Service Contract No. 020312 with Stanley Convergent Security Solutions in order to install an upgraded security system for the Globe Courthouse.

Suggested Motion

Information/Discussion/Action to approve Professional Service Contract No. 020312 between Gila County and Stanley Convergent Security Solutions, Inc. whereby the contractor will provide for the Courthouse security system installation and upgrade in the amounts of \$32,155.91 and \$18,802.51 from March 6, 2012, to May 15, 2012. **(Steve Stratton)**

Attachments

Contract 020312 Stanley Convergent Security Solutions

Executive Summary Form

Approval as to Form

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

GILA COUNTY
www.gilacountyaz.gov

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICE CONTRACT NO. 020312
COURTHOUSE SECURITY SYSTEM INSTALLATION

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Stanley Convergent Security Solutions, Inc.** 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 for the upgrade of the current security system at the Gila County Courthouse located in Globe, Arizona, in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

The security system upgrade project to be implemented at the Courthouse will involve controlling access to the third floor offices and judge's 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.

Scope of Work

The Contractor shall provide all labor and material to install the upgraded security system in the following scope: Refer to *Exhibit "A"* and *Exhibit "B"* by mention made a binding part of this contract as set forth herein.

Contractor Fee's

Refer to *Exhibits "A" and "B"* for detailed fee information.

- Cost for third floor system installation \$32,155.91
- Cost for elevator and stairwell installation \$18,802.51

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.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 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 Board of Supervisors and expires May 15, 2012.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid per the fee schedule as stated in Article 1, but in no event shall payment exceed \$ 50,958.42 for the contract term without prior written approval from the County.

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. 020312, each for all purposes shall 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: _____

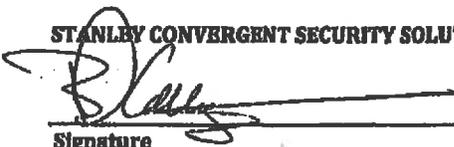
APPROVED AS TO FORM.

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

GILA COUNTY CHAIRMAN OF THE BOARD

Tommie C. Martin

STANLEY CONVERGENT SECURITY SOLUTIONS INC.



Signature

Bryan D. COLLINSON

Print Name

Date: 2/12/2012

Exhibit "A"



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

Proposal Generated: 1/6/2012

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

Exhibit "B"



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: 2/13/12

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 Industrial 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	PRECISION ELR POWER SUPPLY	0L-ELR150	\$535.50	\$3,213.00
Equipment Total				\$10,027.51

Installation	81 hrs	\$5,265.00
Wiring	21 hrs	\$1,365.00
Programming and Testing	8 hrs	\$520.00
Applications Engineering	4 hrs	\$260.00
Project Management	17 hrs	\$1,105.00
Travel	4 hrs	\$260.00

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

EXECUTIVE SUMMARY FORM

Contract Name: Courthouse Security System Installation Contract No.: 020312

Statement of Purpose and Need (3-5 Sentences)

Contractor will provide for the labor, material, and installation of the Globe courthouse security system installation and upgrade. This will provide for a more secure area for the public as well as county employees.

Contract End Date: 3-6-12 to 5-15-12

Renewal Option: Yes
 No

Maximum Dollar Limit: \$ 50,958.42

Contract Information

Firm Name: Stanley Convergent Security Solutions, Inc. Contact Person: John Navarro

Address: 2440 W. Mission Ln. #1 Phone No: 602-625-6363

City: Phoenix State: AZ Fax: _____ Email: _____

Fund: Superior & JP Courts Security

Type of Funds: Restricted
 Grant
 General Fund
 Other

Fund Code: 1124.201.140.000_4210.19 & 4210.60

Special Notes:



GILA COUNTY ATTORNEY Daisy Flores

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

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

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

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

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

ARF-1104

Consent Agenda Item 3- A

Regular BOS Meeting

Meeting Date: 03/06/2012

Submitted For: Steve Sanders, Public Works Division Deputy Director
Submitted By: Shannon Coons, Fiscal Services Manager, Public Works Division

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

Fiscal Year: FY 2012 and FY 2013 **Budgeted?:** Yes

Contract Dates Nov 3, 2009 through Oct 31, **Grant?:** No
Begin & End: 2012

Matching Yes **Fund?:** Replacement
Requirement?:

Presenter's Name:

Information

Request/Subject

Amendment No. 3 to Contract No. SS71803D with Kimley-Horn and Associates, Inc. for Tonto Creek Bridge

Background Information

Effective November 3, 2009, Gila County and Kimley-Horn and Associates, Inc. entered into a contract whereby Kimley-Horn agreed to provide professional engineering services for the Tonto Creek Bridge Project. The contract was set to expire October 2, 2011. On September 6, 2011 Amendment #2 was brought to the Board for approval to extend the time on the contract to June 30, 2012 due to the time necessary to complete the biological portion of the Environmental Assessment of Phase II.

Evaluation

Amendment 3 is related to the existing scope of work. The first portion is related to value engineering the geotechnical results. ADOT materials section has suggested that if we can prove the reliability of the mudstone we encountered as part of our Geotechnical investigation then they will approve shortening the length of the columns the bridge will rest on. Dave Leistiko of Kimley-Horn says the potential savings is \$200,000 in construction costs. The total cost for this portion of the Amendment is \$45,438 which includes costs for testing, project management by Kimley-Horn and redesign of the columns if the testing results are positive. If the results are negative and we keep the original design then the cost of this part of Amendment 3 is \$38,518 and Kimley-Horn will not bill for the redesign time.

The second part of the amendment is for a second year of Willow Flycatcher surveys. These are needed as a condition of the Environmental Assessment. It is required that we have a minimum of 2 consecutive reporting years to meet the environmental standards prior to construction. The cost for this is \$11,736.

Conclusion

The total cost of the Contract Amendment 3 is \$57,174. There is available non-committed money from the FHWA grant through ADOT IGA based upon current expense reviews. The County will need to provide the 5.7% cost share which is a maximum of \$3,259 from the Transportation Excise Tax Fund for this Amendment.

Recommendation

The Deputy Director of Public Works recommends that the Board of Supervisors approve the contract be amended to provide the necessary engineering and reporting to potentially save construction costs for the Tonto Creek Bridge project.

Suggested Motion

Approval of Amendment No. 3 to Contract No. SS71803D between Gila County and Kimley-Horn and Associates, Inc. for additional engineering and reporting to potentially save construction costs for the Tonto Creek Bridge project in the amount of \$57,174 for the period March 6, 2012, through October 31, 2012.

Attachments

Kimley Horn Contract SS71803D

Amendment #1 Contract SS71803D

Amendment #2 Contract SS71803D

Amendment #3 Contract SS71803D

Approval as to form

Tommy C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



GILA COUNTY

www.gilacountyaz.gov

Steven L. Besich, County Manager
Clerk of the Board
Phone (928) 425-3231 Ext.8761

Richard Gaona, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

PROFESSIONAL SERVICES CONTRACT NO. SS71803D

NEW BRIDGE OVER TONTO CREEK

THIS AGREEMENT, made and entered into this 3rd day of November, **2009**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Kimley-Horn and Associates, Inc. of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter designated the **ENGINEER**.

WITNESSETH: That the **Engineer**, 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 Tonto Creek Bridge Project shall be completed in phases, Phase I being Design Concept Report and Environmental Studies and Phase II being Final Design of preferred alternative (Plans, Specifications and Estimates).

The Engineer shall not begin work on any phase of the project until the Engineer has received in writing a Notice to Proceed for that particular phase from the County. It is understood by the Engineer that there is no obligation for the County to authorize Phase II if it elects not to, in which case the Contract will terminate upon the completion of Phase I.

The attached **Scope of Work** and **Derivation of Cost Proposal Summary** by reference are made a part of this Contract to the same extent as if set forth herein in full.

Phases I and II

PHASE I - Scope of Services includes the following tasks:

- 410 - Project Team Meetings
- 415 - Data Collection
- 420 - Surveys & Mapping
- 425 - Administrative Reports
- 430 - Project Scoping
- 440 - Alternatives Analysis & Selection
- 450 - Technical Reports
- 465 - Initial Design Concept Report
- 470 - Draft Environmental Document
- 480 - Final Reviews & Approvals
- 490 - Final Design Concept Report
- 495 - Final Environmental Document
- 500 - 30% Plans & Estimates
- 600 - Contract Administration

PHASE II - Scope of Services includes the following tasks:

- 410 – Project Team Meetings
- 420 – Surveys & Mapping
- 550 – Final Design 60%, 95%, 100%

ARTICLE II – INDEMNIFICATION CLAUSE: Engineer shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, in whole or in part, by the negligent or willful wrongful acts or omissions of Engineer 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 Engineer to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Engineer from and against any and all claims arising from its services under this Contract. It is agreed that the Engineer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and that Engineer shall defend the claims that appear to fall within the scope of the indemnification, even though Engineer is subsequently found not liable under this Indemnification. In consideration of the award of this contract, the Engineer 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 Engineer for the County.

ARTICLE III - INSURANCE REQUIREMENTS: Engineer 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 Engineer, 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 Engineer from liabilities that might arise out of the performance of the work under this contract by the Engineer, his agents, representatives, employees or subcontractors and Engineer is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Engineer 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 Engineer"**.

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, Engineer 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 Engineer even if those limits of liability are in excess of those required by this Contract.
 2. The Engineer's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Engineer shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to Steve Stratton, 1400 E. Ash St., Globe, AZ 85501 and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Engineer from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Engineer shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Steve Stratton, 1400 E. Ash St., Globe, AZ 85501. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Engineers' certificate(s) shall include all subcontractors as additional insured's under its policies or Engineer shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE IV – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Engineer hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Engineer’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Engineer shall further ensure that each subcontractor who performs any work for Engineer 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 Engineer and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of Engineer’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 Engineer 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, Engineer 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 Engineer approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

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

ARTICLE V – SCHEDULE & FEES: The schedule for Phase I is anticipated to be eighteen (18) months from Engineer receipt of County provided Notice to Proceed. See attached Derivation of Cost Proposal Summary for estimated staff hour’s breakdown.

The Schedule for Phase II is anticipated to be six (6) months from finalization and approval of the Design Concept Report and Environment Studies. Fees for Phase II are described in the attached Derivation of Cost Proposal Summary.

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded to the Nearest \$1)

ESTIMATED DIRECT LABOR

<u>CLASSIFICATION</u>	<u>PERSON HOURS</u>	<u>BILLING RATE/HOUR</u>	<u>TOTAL</u>
Project Principal	73	\$ 220.00	\$ 16,060
Project Manager	1,413	\$ 190.00	\$ 268,470
Senior Project Engineer	924	\$ 188.00	\$ 173,712
Project Engineer	1,849	\$ 148.00	\$ 273,652
Engineer/Designer	1,250	\$ 130.00	\$ 162,500
Analyst	1,903	\$ 98.00	\$ 186,494
Senior NEPA Planner	826	\$ 165.00	\$ 136,290
NEPA Planner	1,027	\$ 115.00	\$ 118,105
Tech/Draftsman	1,449	\$ 125.00	\$ 181,125
Administrative	111	\$ 95.00	\$ 10,545
Clerical	264	\$ 65.00	\$ 17,160
	<u>11,089</u>		
<u>Estimated Labor Cost</u>			<u>\$ 1,544,113</u>

ESTIMATED DIRECT EXPENSES (No Markup)

Total Estimated Expenses \$ 33,042

ESTIMATED OUTSIDE EXPENSES

<u>FIRM</u>	<u>COST</u>	<u>COMPENSATION METHOD</u>
Logan Simpson Design	\$ 317,120	LSUM
ACS	\$ 130,052	LSUM
JE Fuller	\$ 79,652	LSUM
AMEC	\$ 267,051	LSUM
Alpha	\$ 52,600	LSUM
Appraiser – Dennis Lopez	\$ 10,000	LSUM
Total Estimated Outside Services		<u>\$ 856,475</u>

TOTAL ESTIMATED COST TO CONSULTANT \$ 2,433,630

Allocation Expense @ 3.8% of Labor \$ 58,676

TOTAL ESTIMATED LSUM FEE \$ 2,492,306

Contract Time 730 Calendar Days

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

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

ARTICLE VIII – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination. The Engineer shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if the Engineer:

- a. Fails to perform the work under the contract within the time specified in the “Notice to Proceed”;
or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so;
or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of the Engineer, to any officer or employee of the County.

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budget of \$ 1,744,997.00 for Phase I and \$ 747,309.00 for Phase II for a Total Cost of \$ 2,492,306.00 .

Prior to Phase II services, the Engineer and the County will review and refine the scope of services for that Phase, as may be required as a result of design, scope, and management decisions made during Phase I. The Phase II scope and fee may be renegotiated and additional or deleted work, as agreed upon and authorized by the County, will be performed on a Time and Materials basis per a mutually agreed upon scope and fee between the County and the Engineer. It is understood that there is no obligation for the County to authorize Phase II if it elects not to, in which case the Contract will terminate upon the completion of Phase I.

Compensation shall follow guidelines for **A.R.S. §34-221**. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the county representative confirming services rendered and authorizing payment.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

In return for the performance of the Contract by the **Engineer** the **County** agrees to pay the amount of not more than \$ 2,492,306.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**PROFESSIONAL CONSULTING SERVICES CONTRACT NO. SS71803D
NEW BRIDGE OVER TONTO CREEK DESIGN**

GILA COUNTY:

KIMLEY-HORN AND ASSOCIATES, INC.

GILA COUNTY BOARD OF SUPERVISORS



Shirley L. Dawson, Chairman, Board of Supervisors



Signature of Engineer

DAVID J LEISTIKO

Print Name

ATTEST



Steven L. Besich, County Manager / Clerk

APPROVED AS TO FORM:



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

Tommie C. Martin, District I Supervisor
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029 Ext. 7100

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III Supervisor
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8511

Don E. McDaniel Jr., County Manager,
Phone (928) 425-3231 Ext.8761

Joseph Heatherly, Finance Director
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(928)425-3231 Ext. 8743



FAX ((28)425-8104
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

CONTRACT NO. SS71803D
NEW BRIDGE OVER TONTO CREEK

AMENDMENT #1

Effective November 3, 2009, Gila County and Kimley-Horn and Associates, Inc. entered into a contract whereby Kimley-Horn agreed to provide Professional Engineering Services for the Tonto Creek Bridge Project. The project consisted of two Phases: Phase I-Design Concept Report and Environmental Studies, Phase II-Final Design (Plans, Specifications and Estimates). Phase I of the project is nearing completion and the County has authorized the Engineer to move forward with Phase II.

Per Article IX of the Contract, prior to Phase II services, the Engineer and County will review and refine the scope of services for that Phase, as may be required as a result of design, scope, and management decisions made during Phase I. The Phase II scope and fee may be renegotiated and additional or deleted work, as agreed upon and authorized by the County, will be performed on a time and materials basis per a mutually agreed upon scope and fee between the County and Engineer.

The Engineer will proceed only as individual tasks are authorized by the County Public Works Director. Federal funds, which are the primary source of funding for this project, will allow geotechnical investigations to proceed prior to issuance of the Environmental Analysis (EA) but will not allow the other tasks to move forward until the EA is approved. The Engineer understands this stipulation and has agreed to it in the attached proposed Phase II scope and

fee. The attached Scope of Work and Cost Proposal Summary by reference are made a part of this amendment as to the same extent as set forth herein in full.

The original cost of Phase II had an authorized budget of \$747,309. After completion of Phase I it was necessary to modify the design and scope of work resulting in a cost increase to complete Phase II of the project. Per the existing Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) the Federal Highway Administration (FHWA) will fund 94.3% (\$895,842) and the County will fund 5.7% (\$54,150). There is sufficient FHWA funding available in the existing agreement for Phase II and the County also has sufficient funds available for its share.

Amendment #1 to Contract SS71803D will allow for an increase of \$202,683 with a Phase II completed authorized budget of \$949,992.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 4th day of January, ~~2010~~ 2011.

**CONTRACT NO. SS71803D NEW BRIDGE OVER TONTO CREEK
AMENDMENT #1**

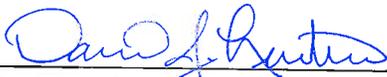
GILA COUNTY:

KIMLEY-HORN AND ASSOCIATES, INC.

GILA COUNTY BOARD OF SUPERVISORS



Michael A. Pastor, Chairman, Board of Supervisors

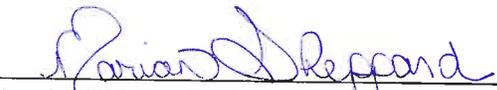


Engineer Signature

DAVID J. LEISTIKO

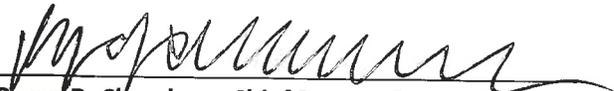
Print Name

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
PUBLIC WORKS DIVISION

SCOPE OF WORK

Bridge over Tonto Creek
FHWA Project No: HPP-GG1-0(204)A
ADOT TRACS No: SS 71803D

Phase II - Final Design

Kimley-Horn and Associates, Inc.

November 2010

Section 100 GENERAL INFORMATION

110 Project Description

The Bridge over Tonto Creek project will require improvements at two key locations in order to provide residents and visitors of Tonto Basin with an all-weather crossing of Tonto Creek. New Bridges over Tonto Creek and Oak Creek will be included in the Phase II Final Design as well as reconstruction of Old Hwy 188 from the intersection of SR 188 to the Tonto Basin Elementary School. The Scope of Work includes Phase II Final Design items for the preparation of plans, specifications and estimates along with necessary environmental permits (404 permits) for these improvements.

120 Length of Services

Phase II Final Design is expected to take approximately 7 to 10 months. Bid ready construction documents for advertisement are tentatively set for August 2011.

130 Schedule

Kimley-Horn and Associates, Inc. (Kimley-Horn) will develop a schedule and work plan addressing the design activities necessary for delivering the project in a timely manner, consistent with the length of service described in Section 120. The schedule will include a list of activities, estimated completion date, and other information as appropriate. An initial schedule for review and approval by Gila County (County) will be submitted. The schedule submitted will be customized to reflect the needs of the project. Work elements for which Gila County and other parties have responsibility will be included in the schedule. Updates to the schedule will be made at the regularly scheduled progress meetings.

Section 200 DESIGN REFERENCES

Design references developed and published by Gila County and the Arizona Department of Transportation (ADOT) will be used in the design of this project. The following design documents include:

- Gila County Roadway Design Standards Manual
- ADOT Bridge Practice Guidelines
- ADOT Roadway Design Guidelines
- AASHTO LRFD Bridge Design Specifications
- AASHTO Policy on Geometric Design of Highways and Streets
- ADOT Guidelines for Highways on U.S. Forest Service Lands
- ADOT Standard Specifications for Road and Bridge Construction, 2008
- Tonto National Forest documents, guidelines, and specifications as appropriate.

210 Miscellaneous Reports and Studies for this Project

- Preliminary Engineering Study for Tonto Creek Crossing, FHWA 1993

- Reconnaissance Evaluation and Project Management Plan with an Environmental Evaluation - Special Study, USACE 2004
- Hydrological Analyses, Tonto Creek and selected tributaries, Punkin Center to Theodore Roosevelt Lake, FEMA Technical Memorandum prepared by HDR 2004
- Bridge over Tonto Creek Final Location/Design Concept Report & Environmental Assessment, prepared by Kimley-Horn and Associates, Inc. 2010
- Other reports and studies prepared as part of Phase I of the Bridge over Tonto Creek project.

220 AASHTO Publications

Gila County and ADOT references and publications will control the work, and any necessary supplementation should be provided by appropriate AASHTO and/or FHWA references. The County's Project Manager will provide guidance and direction.

230 Environmental Publications

The following environmental documents are to be applied to various aspects of the project as is appropriate. Others may be included if necessary.

Federal

Endangered Species Act
 Migratory Bird Act
 Clean Water Act
 National Historic Preservation Act
 Clean Air Act
 Civil Rights Act of 1964 and Executive Order 12989
 Resources Conservation and Recovery Act
 Comprehensive Environmental Response, Compensation and Liability Act
 Superfund Amendments and Reauthorization Act
 US Department of Transportation Act
 National Environmental Policy Act

State

Arizona Native Plant Law
 Arizona State Historic Preservation Act
 State Water Quality Law
 ADOT Highways Division Policy and Implementation Memorandum 89-05, "Preservation of Arizona's Wetlands," August 1, 1989
 Noise Abatement Policy for State-Funded Projects
 State of Arizona Water Control Policy
 Arizona Environmental Quality Act (EQA)
 Hazardous Waste Management Act (HWMA)
 Underground Storage Tank Act of 1986

Local

Local codes and ordinances relating to air quality, noise, dust abatement, light, etc.

Section 300 DESIGN CRITERIA

The project will be designed in accordance with the references listed in Section 200 and the information presented in this section.

301 Supplemental Design Criteria

The design criteria may be supplemented by Project Design Memorandums provided by Gila County and/or ADOT during the course of the project.

310 General

- Design Year - **2030**
- Design Speed - **35 mph - minimum**
- Pavement Design Life - **20 years**

320 Geometry

In accordance with Gila County Roadway Design Standards Manual the following are specific criteria to be used.

- Roadway Typical Section: **Rural Local**
- Right-of-way Width: **100 ft minimum (50-ft to either side of roadway centerline)**
- Normal Cross Slope: **2.0%**
- Slope Guidelines: **ADOT Standard C-02.30**
- Maximum Gradient: **10.0%**
- Maximum superelevation: **0.06 ft/ft**

Widths

- Number of Traffic Lanes: **2-lanes**
- Traffic Lane: **12 ft**
- Pedestrian Accommodation: **6 ft sidewalk**
- Bike Lanes: **Access on bridge deck**
- Shoulder: **May vary due to right of way; 4 ft minimum**

Drainage

Design Frequency:

- Pavement: 10-year
- Bridges: 100-year FEMA for Tonto Creek; 50-year with 1 foot of overtopping of the 100-year for Oak Creek
- Bridge Freeboard: 4-ft for Tonto Creek (100-year)

- Storm Drain: 10 year
- Channels: 50 year
- Curb and Gutter Type - Std. C-05 Series (if appropriate)
- Maximum Velocity - Evaluate erodibility of native soil
- Minimum Velocity - Evaluate deposition of soil
- FEMA Considerations - Evaluate per ADOT Roadway Design Guidelines, Section 602
- Erosion Control - To be determined per HEC-14 and HEC-15
- Pavement Drainage - Evaluate per HEC-12

Traffic

- Signing Permanent: Rural Local Road
- Signing Temporary: Traffic Control during Construction

Other Features

- Guardrail/Barrier Type – ADOT Std C-10 Series
- Fencing Type – ADOT Std C-12 Series
- Cattle Guards – ADOT Std C-11 Series (if appropriate)
- Retaining Walls – ADOT Std B-18 Series or alternate proprietary retaining wall systems (if appropriate)

Section 400 Phase II – Final Design Work Performed by Kimley-Horn and Associates, Inc.

410 Meetings & Coordination (Monthly Progress Meetings)

Kimley-Horn will hold and attend regularly scheduled progress meetings throughout final design. Meetings will typically be held on the first Thursday of each month. The location of these meetings will be at Kimley-Horn's offices in Phoenix, Arizona. Kimley-Horn will prepare for the meeting, prepare a meeting agenda, and record notes of the meetings. The meeting notes will be distributed to the team within five working days of the meeting. Kimley-Horn anticipates at least five staff/team members attending each meeting.

Meetings outside of the monthly progress meeting are anticipated during final design. These meetings will include meetings with the Gila County BOS, FHWA, Tonto National Forest, ADOT Local Government, and Tonto Basin General Public and/or stakeholders. The Gila County project manager will be kept abreast of the project status and coordinated with outside of monthly progress meetings through weekly or bi-weekly meetings or telephone conferences.

420 Surveys & Right-of-Way

Kimley-Horn, through sub-consultant Alpha Engineering, will provide right-of-way survey and legal descriptions for use in obtaining necessary right-of-way for the project.

430 Utility Coordination & Relocation Plans

Kimley-Horn will obtain prior rights documentation and coordinate the relocation of APS, TDS Telecom, Alltel/Verizon, and Tonto National Forest water facilities. Kimley-Horn will identify and perform potholing as needed and incorporate their results into the design and plans. Kimley-Horn will work with the utility companies to obtain a project Utility Clearance and will assist in the preparation of Utility Agreements.

440 Geotechnical Investigations & Coordination

Kimley-Horn, through sub-consultant AMEC, will provide the geotechnical services for Phase II of the project as described in Attachment #1.

450 Environmental Permitting/Section 404

Prepare Nationwide 404 Permit Application

It is assumed that impacts to waters of the U.S. will require authorization under a Nationwide Permit. The application preparation will require at least 30% design plans. Following the receipt of the Corps' concurrence on the preliminary jurisdictional delineation (submitted during Phase I of the project), Kimley-Horn will determine impacts to waters of the U.S. for the project. As part of this task, Kimley-Horn will identify possible opportunities to avoid and minimize impacts to waters of the U.S. .

Following the determination of unavoidable impacts to waters of the U.S., Kimley-Horn will work with the County to develop compensatory mitigation for the project impacts. Since on-site mitigation is often not practicable for roadway projects with limited right-of-way, off-site mitigation or in-lieu-fee mitigation may be pursued. If off-site mitigation is the selected mitigation proposal, Kimley-Horn will work with the County to determine project areas that may be suitable for mitigation. If in-lieu-fee mitigation is the selected alternative, Kimley-Horn will coordinate with land trusts and agencies that offer opportunities for in-lieu-fee mitigation. The preliminary mitigation proposal will be included in the application.

The cultural resources report, any documents resulting from agency coordination, and the mitigation proposal will be included in the permit application. The application will be submitted to the Corps.

Kimley-Horn will attend up to four (4) meetings with the Corps, U.S. Fish and Wildlife Service (USFWS), State Historic Preservation Office (SHPO), EPA and the County.

460 Roadway Design

Kimley-Horn will provide roadway design and plans for the improvements outlined in Section 110. Roadway design will be performed in accordance with the guidelines outlined in Section 200. Roadway design criteria will be in accordance with Section 300. Pavement design recommendations by AMEC will be incorporated into the construction documents and Kimley-Horn will coordinate with ADOT Materials to ensure their requirements are included in the construction documents. Plans, specifications, and estimates will be developed for the two key locations as described below:

Old Hwy 188 – SR 188 to Greenback Valley Road

Roadway Design for Old Hwy 188 – SR 188 to Greenback Valley Road will consist of two (2) twelve (12) foot travel lanes with four (4) foot shoulders. The shoulder width will vary to provide adequate width for a path and to accommodate sections with guardrail. Approximately 1,700-ft of roadway will be designed from SR 188 along Old Hwy 188 alignment to the beginning of the west bridge approach. Approximately 1,200-ft of roadway will be designed along Old Hwy 188 from the roadway's intersection with the west bridge approach to the school parking lot. A 600-ft forest service road to the Tonto National Forest fire yard will be included and a 1,100-ft graded dirt road at the base of the west terminus bridge abutment will also be required to maintain access to properties south of the bridge alignment. Approximately 600-ft of roadway will be designed along Greenback Valley Road east of the east bridge approach. Side-road/turnout design will be designed for Desert Rose Drive and Pecan Lane at Greenback Valley Road.

Cline Boulevard/FR 423 @ Oak Creek

Roadway Design for Cline Boulevard/FR 423 @ Oak Creek will consist of two (2) twelve (12) foot travel lanes with four (4) foot shoulders. The design will consist of approximately 300-ft of roadway west of the Oak Creek bridge and approximately 1,000-ft of roadway east of the Oak Creek bridge. The tie in with the intersection of Cline Boulevard/FR 423 and FR 424 will be a part of the improvements.

470 Structural Design

Kimley-Horn will provide structural design and plans for the improvements outlined in Section 110. Two (2) bridges will be designed as well as retaining walls along Old Hwy 188. Bridge designs will be done in accordance with the current AASHTO LRFD Bridge Design Specifications (LRFD) and ADOT Bridge Design Guidelines. Foundations will be designed following recommendations of the geotechnical engineer (AMEC) after field investigations and laboratory testing have been completed. The description of each structure is as follows:

Tonto Creek Bridge

The Tonto Creek Bridge will be comprised of fifteen (15) spans using precast AASHTO Type VI Super Modified girders. Span lengths will be approximately 132'-0" for a total bridge length of 1,981'-8". The typical section will include two (2) twelve (12) foot travel lanes with four (4) foot shoulders. A 6-ft raised sidewalk will also be included along the north side of the structure with ADOT SD 1.06 two (2) tube bridge barrier rails on the south for a total bridge deck width of 40'-8". The substructure will consist of two (2) column piers on drilled shaft foundations and stub abutments on drilled shafts.

Oak Creek Bridge

The Oak Creek Bridge will be a two (2) span precast AASHTO Type III girder structure. Each span will be approximately 72-ft long for a total bridge length of 147'-10". The typical section will include two (2) twelve (12) foot travel lanes with four (4) foot shoulders. The rail type for the bridge barrier will be an ADOT SD 1.06 two (2) tube rail. The abutments and piers will be supported on drilled shaft or driven pile foundations.

Retaining Walls

Retaining walls will be required along Old Hwy 188 near the Tonto Basin Elementary School and the Tonto National Forest Reno Administrative Site due to cut and fill slope limitations. These walls will vary in height from 3-ft up to 8-ft.

480 Drainage Design

Kimley-Horn will provide drainage design and plans for the improvements outlined in Section 110. Bank protection for two (2) bridges will be designed as well as approach roadway drainage ditches and cross culverts. Drainage designs will be in accordance with the current Gila County *Roadway Design Standards Manual* and ADOT *Bridge Hydraulic Guidelines*. Bank protection design will incorporate recommendations from the *Long-Term Sedimentation Analysis Report* and *Geomorphic Analysis Report* prepared during Phase I.

Old Hwy 188 – SR 188 to Greenback Valley Road @ Tonto Creek

Drainage design for Old Hwy 188 – SR 188 to Greenback Valley Road will consist of bank protection measures for both the east and west bridge abutments as well as pavement drainage design for the bridge deck. It is anticipated that bank protection measures will consist of gabion baskets. Bridge deck drainage will consist of scuppers or weep holes that drain directly into Tonto Creek. Additional drainage design will include approach roadway ditches and cross culverts for the east and west approaches. If necessary, cross culverts will be designed with scour-counter measures. Kimley-Horn will update the hydraulic and scour analyses and narrative included in the Final Drainage Report prepared during Phase I to include the final design from Phase II.

It is estimated that the drainage design for the Tonto Creek Bridge will consist of the following sheets:

- (4) Abutment/bank protection plan sheets
- (2) Abutment/bank protection detail sheets
- (4) Ditch/cross culvert sheets for the approach roads
- (3) Deck drainage sheets
- (1) Pipe summary sheet
- (1) Miscellaneous detail sheet

Cline Boulevard/FR 423 @ Oak Creek

Drainage design for Cline Boulevard/FR 423 at Oak Creek will consist of bank protection measures for both bridge abutments as well as pavement drainage design for the bridge deck. It is anticipated that bank protection measures will consist of gabion baskets. Kimley-Horn will update the hydraulic and scour analyses and narrative included in the Final Drainage Report prepared during Phase I to include the final design from Phase II.

It is estimated that the drainage design for the Oak Creek Bridge will consist of the following sheets:

- (1) Abutment/bank protection plan sheet
- (1) Abutment/bank protection detail sheet

Conditional Letter of Map Revision

Kimley-Horn will prepare and submit an application for a Conditional Letter of Map Revision (CLOMR) to FEMA for Tonto Creek (It is assumed that a CLOMR will not be required for Oak Creek as it does not currently have a FEMA-mapped floodplain.) This application will include a Technical Data Notebook (TDN) per FEMA requirements and will be submitted at approximately the 60% design stage. All reviews associated with the CLOMR application will be paid by Gila County.

Drainage design includes the following assumptions:

- Kimley-Horn will update and reissue the Final Drainage Report for each crossing rather than prepare separate, stand-alone drainage reports.
- For each bridge structure, it is assumed that deck stormwater runoff can be drained directly to the creek. It is assumed that the drainage design will not require a storm drain system or Best Management Practices (BMPs) such as a retention basin for stormwater treatment.
- A CLOMR application for Tonto Creek will be prepared

490 Traffic Design

Kimley-Horn will provide traffic design services in the form of traffic control plans, marking and signing plans, and associated specifications and cost estimates.

Traffic Control Plans

Construction phasing and traffic control plans necessary for the construction of the project improvements will be prepared. Kimley-Horn will prepare an appropriate phasing plan for the project. The plan will be consistent with good constructability, taking into account the contractor's probable approach to the work and the cost and inconvenience to local businesses and residents. Closures and limitations on construction activities will be coordinated with Gila County.

Once project phasing has been determined and approved by Gila County, Kimley-Horn will prepare traffic control plans showing exact configurations of traffic control devices for the project in accordance with part VI of the Manual on Uniform Traffic Control Devices (MUTCD). A summary of quantities will be included on the traffic control plans.

Marking and Signing Plans

Marking and signing plans will be prepared for roadways within and approaching the project limits. Plans will be prepared in accordance with the most current policies and procedures. A signing summary will be provided in the project plans. Any new signs not shown in the ADOT Manual of Approved Signs will be detailed in the plans.

500 Visual/Landscape Architecture

Kimley-Horn will coordinate with Gila County and Tonto National Forest to determine the visual, landscape architecture, erosion control, and staging area requirements for the project.

Visual

Kimley-Horn will be responsible for the planning, coordination, and completion of plans, specifications and estimates required to preserve and protect key visual elements on or adjacent to the work site that do not unreasonably interfere with work requirements. Slope rounding plans and rustication/bridge treatment details will be developed.

Landscape Architecture

Kimley-Horn will be responsible for the planning, coordination, and completion of plans, specifications and estimates required for salvage and replanting of existing plant material as required. Kimley-Horn anticipates one site visit to determine the location and quantity of existing plant salvage material. The visit will also include a site analysis and a photo inventory. Kimley-Horn will work with ADOT Roadside

Development and the Tonto National Forest on the creation of Class I and Class II seed mix specifications that are suitable for the project elevation range and native plant community.

Erosion Control

Kimley-Horn will prepare a Storm Water Pollution Prevention Plan (SWPPP) to meet the requirements of Section 402 of the Clean Water Act NPDES. This will include the preparation of the SWPPP Standard Sheet and the preparation of erosion control plans for the project in accordance with recommendations from Gila County. The ADOT *Erosion and Pollution Control Manual for Highway Design and Construction* will be used as a reference. The erosion control plan will show the location of temporary erosion and sediment control features necessary to prevent storm water pollution during construction. If required, permanent erosion control features will be shown on the roadway or drainage plans as appropriate.

Staging Area

Kimley-Horn will aid in identifying potential contractor staging areas, including equipment yards and material processing plants. Additionally, a plan may be required for temporary onsite storage of material stockpiles to include various earth, waste and demolition components.

510 Submittals & Reviews

Submittals will consist of 60%, 95% and 100% PS&E signed and sealed construction documents. Special provisions, quantities, and cross sections with an earthwork report will be provided at each submittal.

Preparation of the 60% and 95% submittals will incorporate any changes, corrections, and/or additions within the limits of this scope as a result of the preceding submittal review process. Preparation of the 100% PS&E will incorporate any adjustments or corrections made during the review of the 95% submittal. To maintain the schedule, an over-the-shoulder review process will be used to minimize surprises and shorten the review process.

Three full-size and up to 20 half-size plan sets will be provided for the 60%, 95% and 100% submittals. A standard plan sheet size of 22"x 34" (ANSI "D" Size) will be used for full size plan sets with 11"x 17" used for half-size. The final signed and sealed PS&E will be on vellum; all review submittals will include three sets of full-size plans and up to 20 sets of 11x17 on standard bond paper. Electronic versions of all submittals will also be made in pdf format.

The following matrix includes the type of sheets anticipated – P = Preliminary, F = Final, S = Sealed

Sheet Type	60%	95%	100% PS&E
Face Sheet	P	F	F
Design Sheets & Index (Typical Sections, Pavement Structural Sections, General Notes, Earthwork table)	P	F	S
Summary Sheets (Culvert, Barrier)	P	F	S
Special Detail (if required)	P	P	S
Drainage Plan & Profile and Drainage Details	P	F	S
Geometric Sheets (scale - 1"=100', full size)	F	F	S
Plan & Profile Sheets (scale - 1"=50', full size)	P	F	S
Staking Plans (scale - 1"=20')	P	F	S
Intersection Plans & Details (scale - 1"=20', full size)	P	F	S

Side Road/Turnout Plan & Profile Sheets (scale – 1"=20')	P	F	S
Traffic Control Plans, Details	P	P	S
Construction Phasing	P	F	S
Signing & Pavement Marking Plans (scale – 1"=40')	P	F	S
Utility Relocation Plans, Details	P	P	S
Stormwater Pollution Prevention Control Plan	--	P	S
Cross Sections (100 foot intervals)	P	F	S
Bridge Plans	P	F	S
Scour & Berm/Dike Plans for bridge/creek	P	F	S
Right-of-Way Plans	P	P	S

Non-Plan Sheet Items			
Summary of Earthwork Quantities	P	F	S
Quantities & Cost Estimate	P	P	F
Special Provisions	P	P	S

Final design plans for the Tonto Creek and Oak Creek bridges will include the following:

- Location Plan and Typical Section
- General Plan and Elevation (4 sheets)
- General Notes and Quantities
- Structure Excavation and Backfill Pay Limits
- Foundation Plan (4 sheets)
- Drilled Shaft/Column Details
- Abutment 1 Plan and Elevation
- Abutment 2 Plan and Elevation
- Abutment 1 Details
- Abutment 2 Details
- Wingwall Details
- Pinned Pier Plan and Elevation
- Expansion Pier Plan and Elevation
- Pier Details (2 sheets)
- Girder Layout/Framing Plan (2 sheets)
- Girder Elevation
- Girder Details (1)
- Girder Details (2)
- Deck Plan (1)
- Deck Plan (2)
- Typical Deck Section
- Intermediate Diaphragm and Restrainer Details
- Abutment Diaphragm Details
- Pier Diaphragm Details
- Bearing Pad Details
- Joint Layout Details
- Approach Slab Elevations
- Misc. Details
- Screed Elevations (6 sheets)

- Rustication & other architectural detail sheets

Estimates of Probable Cost

Kimley-Horn will prepare combined and detailed estimates of probable cost (cost estimates) in the format recommended by ADOT Contracts and Specifications Section. The cost estimate will include a recapitulation sheet concurrent with each review submittal. At the Stage II review, Kimley-Horn will prepare a bidding schedule concurrently with each review submittal thereafter.

Kimley-Horn will immediately advise the County if there is any reason to believe the project cannot be constructed within the allocated budget. If needed, Kimley-Horn will identify options to maintain the project within budget, including shortening the project, revising criteria, or phasing changes.

Specifications

Kimley-Horn will be responsible for identifying critical elements of construction, including, but not limited to, construction limits, access requirements, potential night construction, coordination with affected local agencies (police, fire, USFS, etc.), traffic restrictions, scheduling of work time (bar chart format illustrating estimated construction time), utility trench close ups, incentives and liquidated damages, State-furnished materials, critical materials requiring pre-bid purchase, and limitations specifically addressed in the environmental, right-of-way, and utility clearances.

Special Provisions

Kimley-Horn will prepare Special Provisions for items, details, and procedures not adequately covered by ADOT's Standard Specifications and Stored Specifications. Unusual requirements necessary for obtaining permits for hauling materials will also be included. Special Provisions will be submitted at the Stage III and Stage IV project reviews. Final Special Provisions will be sealed by the engineer in responsible charge. Kimley-Horn will be responsible for incorporating any specifications provided by the County and ADOT technical sections into the draft and final Special Provisions. The County will review all submittals of Special Provisions and Kimley-Horn will prepare the final Special Provisions.

Review and coordination of Kimley-Horn's work by the Gila County, ADOT, FHWA, Forest Service and other listed agencies will continue through the project development process. Kimley-Horn may continue the design work while design submittals are being reviewed. Doing so however in no way relieves Kimley-Horn of the responsibility to incorporate review comments into the design, nor does it entitle Kimley-Horn to any additional design fees as a result of making changes due to plan errors or review comments. If design changes are required due to change in scope, such work will be performed pending approved contract modification.

Submittals for review will be made when the studies and/or plans have been developed to levels of completion so that reviews are timely and productive.

Copies of review submittals and finalized documents will be distributed by Kimley-Horn. All deliveries will be electronically and by hand or overnight courier. All plans and cross sections will be prepared as described in section 510 above.

600 Contract Administration

Kimley-Horn will provide project administration which will involve the coordination with Gila County, the design team, sub-consultants to Kimley-Horn, the general public, and other outside agencies. Internal project administration will include weekly progress meetings, project accounting, internal QA/QC, design documentation, plan production coordination, and value engineering.

Project administration will run throughout the duration of the project.

Contracts and Specifications Process

Kimley-Horn will, under the direction of the County, support the ADOT Contracts and Specifications process after completion of the Final Submittal stage leading to the complete bid documents as follows:

- A. Promptly answer questions relative to the plans, quantities, and Special Provisions.
- B. Make any necessary corrections to the plans, typical sections, Special Provisions, quantities, notes, etc. as required.
- C. Prepare any addenda required to clarify the work included in the contract documents as requested by the Contracts & Specifications section. The addenda will be prepared immediately upon request.

640 Additional Services

Kimley-Horn will provide additional services not covered in this scope of services at the request of the County by means of contract modifications.

- A. Kimley-Horn will be prepared to attend the pre-bid conference, if one is scheduled, and present an appropriately-sized display showing the project layout, proposed traffic control and construction phasing, and will be prepared to discuss other constraints so that the potential bidders will be better able to relate to the intent of the construction of the project. Kimley-Horn will respond to questions related to the plans, details and Special Provisions.
- B. Kimley-Horn will be prepared to assist in the analysis of bids, including: determination of reasonableness and justification of cost variances, analysis of original cost estimate compared to contractor bid costs.

650 Post Design

Post Design services will be provided via contract modification pending final funding availability and construction schedule.

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest \$1)

ESTIMATED DIRECT LABOR

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Project Principal	-	\$ 220.00	\$ -
Project Manager	213	\$ 190.00	\$ 40,375
Senior Project Engineer	412	\$ 188.00	\$ 77,456
Project Engineer	1,129	\$ 148.00	\$ 167,018
Engineer	1,019	\$ 130.00	\$ 132,405
Analyst	571	\$ 98.00	\$ 55,958
Senior NEPA Planner	109	\$ 165.00	\$ 17,903
NEPA Planner	89	\$ 115.00	\$ 10,178
Designer	1,143	\$ 125.00	\$ 142,875
Administrative	27	\$ 95.00	\$ 2,565
Clerical	86	\$ 65.00	\$ 5,590
	<hr/> 4,796	Hours	
Estimated Labor Cost			<hr/> \$ 652,323

**ESTIMATED DIRECT EXPENSES
(NO MARKUP)**

Total Estimated Expenses \$ 5,619

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
	\$ -	LSUM
	\$ -	LSUM
Utility Pot-holing (AZTEC)	\$ 5,000	LSUM
AMEC	\$ 227,262	LSUM
AZTEC	\$ 25,000	LSUM
Appraiser - Dennis Lopez	\$ 10,000	LSUM
Total Estimated Outside Services		<u>\$ 267,262</u>

TOTAL ESTIMATED COST TO CONSULTANT \$ 925,204

Allocation Expense @ 3.8% of Labor \$ 24,788

TOTAL ESTIMATED LSUM FEE \$ 949,992

CONTRACT TIME 300 Calendar Days

Consultant Firm Signature

Date



Final Design - Bridge over Tonto Creek
Tonto Basin, AZ

County Contract No: SS71803D
FHWA Project: HPP-GG1-0(204) A

ESTIMATED STAFF HOUR SUMMARY

SCOPE SECTION / TASK	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pin	Nepa Pin	Design.	Admin	Clerical	Total Hrs	Cost
	\$ 220.00	\$ 190.00	\$ 188.00	\$ 148.00	\$ 130.00	\$ 98.00	\$ 165.00	\$ 115.00	\$ 125.00	\$ 95.00	\$ 65.00		
410 - Project Team Meetings	-	78	9	20	5	9	62	5	-	-	-	191	\$31,760.00
420 - Survey & Right-of-Way	-	4	5	-	-	16	-	-	-	-	-	25	\$3,268.00
430 - Utility Coord & Relocation	-	19	16	-	62	-	-	-	20	-	5	122	\$17,503.00
440 - Geotechnical Coordination	-	6	8	10	-	-	-	-	2	-	-	26	\$4,374.00
450 - Environmental/404 Permit	-	2	-	-	10	77	47	84	28	-	17	265	\$31,246.00
460 - Roadway Design	-	27	73	163	281	36	-	-	226	-	-	806	\$111,286.00
470 - Structural Design	-	-	134	641	330	-	-	-	597	-	-	1,702	\$237,585.00
480 - Drainage Design	-	-	38	162	-	314	-	-	65	-	32	611	\$72,097.00
490 - Traffic Design	-	-	30	16	74	77	-	-	73	-	-	270	\$34,299.00
500 - Visual/Landscape Architecture	-	-	69	79	191	12	-	-	122	-	-	473	\$65,920.00
510 - Submittal & Reviews	-	23	30	38	66	30	-	-	10	-	27	224	\$30,159.00
600 - Contract Administration	-	54	-	-	-	-	-	-	-	27	-	81	\$12,825.00
Totals	-	213	412	1,129	1,019	571	109	89	1,143	27	86	4,796	\$652,322.00
Percentages	0.00%	4.43%	8.59%	23.53%	21.24%	11.91%	2.26%	1.85%	23.83%	0.56%	1.79%	100%	



**Final Design - Bridge over Tonto Creek
 Tonto Basin, AZ**

County Contract No: SS71803D
 TRACS No. SS 71803D

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prtn	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pln	Nepa Pln	Design.	Admin	Clerical	Total
			\$ 220.00	\$ 190.00	\$ 188.00	\$ 148.00	\$ 130.00	\$ 98.00	\$ 165.00	\$ 115.00	\$ 125.00	\$ 95.00		
410 - Project Team Meetings														
Monthly Project Team Meetings														
Prepare for Meeting (1 hour per meeting)				9				9						27
Attend Meeting (1 hour per meeting)				9	9	9	5		9					45
Meeting minutes and distribution (1/2 hour per meeting)				5		5			5				5	19
Special Meetings (Agency/Stakeholder specific)														
Gila County PM Meetings				40					30					70
Gila County BOS				3										3
FHWA				3										3
Tonto Forest - Forest Ranger & Headquarters				3		3			3					9
ADOT Local Government				3		3			3					9
Tonto Basin - General Public and/or Stakeholders				3					3					6
				3										3
Subtotal 410 - Project Team Meetings				78	9	20	5	9	62	5	-	-	5	191
420 - Survey & Right-of-Way														
Right-of-Way & Legal Descriptions														
Coordinate with surveyor				4		5		16						25
Subtotal 420 - Survey & Right-of-Way				4	5	-	-	16	-	-	-	-	-	25
430 - Utility Coord & Relocation														
Prior Rights Documentation														
Obtain/Review Prior Rights Documentation				2			4						1	7
Relocation Plans - AFS, TDS Telecom, Alltel/Verizon				3			12							15
Development of Relocation Concept, Field Meeting				2	4	9								16
Review/Approve Relocation Plans				1	2	4					8			16
Incorporate Utility Relocation Plans into KHA Plan Sheets														
Subsurface Exploration				1			2							3
Identify Pothole Locations				2			4							6
Incorporate Potholes into design/plans				3			8							11
Utility Clearance				1			2							3
Obtain Clearance from Impacted Utilities				1	2	4							2	7
Draft/Process Utility Clearance				3			6							9
Incorporate Utility Special Provisions				1	2	4								7
Assist in preparation of Utility Agreements				3	6	9								18
Subtotal 430 - Utility Coord & Relocation				19	16	-	62	-	-	-	20	-	5	122

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pin	Nepa Pin	Design.	Admin	Clerical	Total
			\$ 220.00	\$ 190.00	\$ 185.00	\$ 145.00	\$ 130.00	\$ 98.00	\$ 165.00	\$ 115.00	\$ 125.00	\$ 95.00		
Cline Blvd/FR 423 @ Oak Creek														
Plans														
Typical Sections		1			1	2	4							
Pavement Structural Sections					1	1								15
Earthwork table														3
Detail Sheets		1												4
Sidewalk/Turnout Plan & Profile Sheets (FR 424)	20	1			2	2	8							19
Geometric Layout Sheets (Include Geometric Summary Data)	100	1			2	2	8							19
Plan & Profile Sheets	50	2			2	2	8							19
Earthwork					1	1	6	12						32
Review/Refine modeling														
Gross Sections	10				2	8	9							19
Summary of Earthwork Quantities / Earthwork Report					2	4	6				10			22
Cost Estimates & Specifications					2	4	8							14
Quantities and Cost Estimate					2	4	8	12						28
Special Provisions					2	2	6							10
Subtotal 460 - Roadway Design		36		27	73	163	281	36			226			806
470 - Structural Design														
Tonto Creek Bridge														
Design														
Bridge Geometry					10	15	14							39
Deck Design					9									9
Interior Span						4	9							13
Overhang						6	9							15
Girder Design					10									24
Negative Moment Reinf						12	12							10
Positive Moment Connection						9	9							18
Bearing Pad Design					2	6	9							17
Deck Joint Design					2	2	6							10
Abutment Design					9									9
Abutment Stem Design						6	9							15
Abutment 1 Spread Footing Design						6	9							15
Abutment 2 Drilled Shaft Design						9	14							23
Wing Wall Design						9	14							12
Pier Design					12									23
Pier Cap Design						9	14							12
Frame Model and Analysis					9	14								23
Pier Column Design					18	21								39
Pier Drilled Shaft Design					9	18								27
Screed Elevations					14	21								35
Quantities					6	14								20
					4	21	21							46
Plan Sheets														
Location Plan and Typical Section		1												
General Plan and Elevation (1)	20	1			4						9			13
General Plan and Elevation (2)	20	1			4						9			13
General Plan and Elevation (3)	20	1			4						9			13
General Plan and Elevation (4)	20	1			4						9			13
General Notes and Quantities		1			4						9			13
Structure Excavation and Backfill Pay Limits		1			4						6			10
						4					12			16

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prln	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Neps Pln	Neps Pln	Design.	Admin	Clerical	Total
			\$ 220.00	\$ 190.00	\$ 188.00	\$ 148.00	\$ 130.00	\$ 98.00	\$ 165.00	\$ 115.00	\$ 125.00	\$ 95.00	65.00	
Plan Sheets														
Location Plan and Typical Section		1				4					6			10
General Plan and Elevation		1				4					6			10
General Notes and Quantities		1				4					6			10
Structure Excavation and Backfill Pay Limits		1				2					6			10
Foundation Plan		1				4					8			13
Drilled Shaft Details		1				4					9			13
Abutment 1 Plan and Elevation		1				6					10			16
Abutment 2 Plan and Elevation		1				6					10			16
Abutment Details		1				8					10			18
Wingwall Details		1				8					10			18
Pier Plan and Elevation		1				4					9			13
Pier Details		1				8					10			18
Deck Plan and Typical Section		1				6					9			15
Framing Plan and Details		1				8					10			18
Girder Details		1				8					9			17
Prestrressing Details		1				8					9			15
Superstructure Details		1				8					10			18
Barrier Details		1				6					10			16
Misc. Details		1				4					12			16
Approach Slab Elevations		1				4					6			10
Yellow Set														
QC						14					12			26
Cost Estimates & Specifications						12					9			21
Quantities and Cost Estimate						6					12			18
Special Provisions						12					12			24
Subtotal 470 - Structural Design		64			134	641	330				597			1,702
480 - Drainage Design														
Tonto Creek Bridge														
Design														
Abutment/Bank protection plans		4			2	15		32			8			57
Abutment/Bank protection details		2		2	12	12		27			8			49
Ditch/cross culvert design for west approach roads		4		2	10	10		21			8			42
Deck drainage		3		2	8	8		14			8			32
Pipe Summary sheet		1		2	4	4		10			4			20
Miscellaneous detail sheet (downdrains, riprap, etc.)		1		2	4	4		10			4			20
Drainage Report Updates														
Updates to analysis and report to reflect bridge design (60%)				4	21	21		32			4			61
Updates to analysis and report to reflect bridge design (95%)				2	12	12		18			4			36
Final submittal (100%)								4			4			8
Oak Creek Bridge														
Design														
Abutment/Bank protection plans		1		2	9	9		18			8			37
Abutment/Bank protection details		1		2	9	9		18			8			37
Drainage Report Updates														

ESTIMATED STAFF HOURS

TASK	No Shits	Scale	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pln	Nepa Pln	Design.	Admin	Clerical	Total
			\$ 220.00	\$ 190.00	\$ 188.00	\$ 148.00	\$ 130.00	\$ 98.00	\$ 165.00	\$ 115.00	\$ 125.00	\$ 95.00		
Updates to analysis and report to reflect bridge design (60%)					2	9		18						33
Updates to analysis and report to reflect bridge design (95%)					2	4		10						20
Final submittal (100%)								4						8
Cost Estimates & Special Provisions														
Quantities and Cost Estimate					4	12		18			8			42
Special Provisions					4	12		18						34
Tonto Creek Floodplain Update														
Tonto Creek CLOMR														
Initial CLOMR and TDN submittal					2	12		24						42
Response to FEMA comments					2	9		18						33
Subtotal 480 - Drainage Design	17				36	162		314			65		32	611
490 - Traffic Design														
Traffic Control Plans														
Construction Phasing														
Coordination with Gila County					4		6							10
Develop Construction Phasing Concept					2		4							15
Construction Phasing Sheets		100			2	2	4	9			9			26
Traffic Control Plans														
Traffic Control General Notes					1		4				4			9
Traffic Control Quantities Table					1		4				4			9
Maintenance of Traffic					2		4				8			14
Advance Warning Sign Detail & Specialty Sign Formats					1		2				4			11
Traffic Control Details					4		4				9			31
Contract Time Duration Calculations							4				6			10
Marking and Signing Plans														
Pavement Marking and Signing General Notes					1		4				4			9
Pavement Marking and Signing Quantities Tables					1		4				4			9
Sign Summary Sheets					2		4				8			23
Sign Format Sheets					2		4				8			21
Pavement Marking and Signing Plans		40			4	8	9	12			9			42
Cost Estimates & Specifications														
Quantities and Cost Estimate					4		8				12			24
Special Provisions					1	2	4							7
Subtotal 490 - Traffic Design	25				30	16	74	77			73			270
500 - Visual/Landscape Architecture														
Visual														
Conduct Site Visit					8		12							20
Coordinate with Gila County					4		8							12
Coordination and meetings with TNF					20		20							40
Visual Detail Sheets - Rounding & Rustication					9	18	16				14			57

ESTIMATED STAFF HOURS

TASK	Scale	No Shts	Proj Prin	Proj Mgr	Sr Proj Eng	Proj Eng	Engr.	Analyst	Sr Nepa Pin	Nepa Pin	Design.	Admin	Clerical	Total
			\$ 220.00	\$ 190.00	\$ 189.00	\$ 148.00	\$ 130.00	\$ 98.00	\$ 165.00	\$ 115.00	\$ 125.00	\$ 95.00		
Landscape Architecture														
Proposed Seeding Plans	100	10				4	12				14			30
Existing and proposed layout plans	50	10			4	8	21				21			54
Existing and proposed planting details		3			2	6	12				14			34
Erosion Control														
SWPPP Standard Sheet		1			1	4	8				8			21
General Notes		1			1	2	4				4			11
Erosion Control Summary		1			1	4	12				8			25
Erosion Control Details		4			1	4	12				18			35
Erosion Control Plans	50	10			4	16	21				21			62
Staging Area														
Identify Staging Area					4	8	8							12
Incorporate Staging Area into PS&E					4	8	12							24
Cost Estimates & Specifications														
Quantities and Cost Estimate					4	5	8	12						24
Special Provisions					2	5	5							12
Subtotal 500 - Visual/Landscape Architecture	200	42			69	79	191	12			122			473
510 - Submittal & Reviews														
60% Submittal														
Compile & Address 30% Comments					4	8	10	12						34
Comment Resolution Meeting					4	4	8							16
Prepare Combined Estimate & Special Provisions					2	2	8							12
Prepare, Reproduce & Distribute 60% Submittal					1	1	2							6
95% Submittal														
Compile & Address 60% Comments					4	8	10	12						34
Comment Resolution Meeting					4	4	8							16
Prepare Combined Estimate & Special Provisions					1	1	4							6
Prepare, Reproduce & Distribute 95% Submittal					1	1	2							6
100% Submittal														
Compile & Address 95% Comments					2	4	6	6						13
Respond to Comments					4	4	8							18
Prepare Combined Estimate & Special Provisions					1	1	4							6
Prepare, Reproduce & Distribute 100% Submittal					1	1	2							5
Final Signed & Sealed PS&E														
Plot Final Plans on Vellum					2	2	4				10			13
Provide Final Special Provisions to ADOT C&S					1	1	4							6
Provide Final Cost Estimate to ADOT C&S					1	1	4							6
Subtotal 510 - Submittal & Reviews				23	30	38	66	30			10			224

Tommie C. Martin, District I Supervisor
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029 Ext. 7100

Michael A. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III Supervisor
1400 E. Ash St., Globe, AZ. 85501
(928)425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager,
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
1400 E. Ash St., Globe, AZ 85501
(928)425-3231 Ext. 8743

FAX ((28)425-8104
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

CONTRACT NO. SS71803D
NEW BRIDGE OVER TONTO CREEK

AMENDMENT #2

Effective November 3, 2009, Gila County and Kimley-Horn and Associates, Inc. entered into a contract whereby Kimley-Horn agreed to provide Professional Engineering Services for the Tonto Creek Bridge Project. The contract expires October 2, 2011.

The project consisted of two Phases: Phase I-Design Concept Report and Environmental Studies, Phase II-Final Design (Plans, Specifications and Estimates). The Engineer is now working on Phase II of the project.

On January 4, 2011 the Board of Supervisors approved amendment #1 to the contract which allowed for an increase of \$202,683 with a Phase II completed authorized budget of \$949,992.

Amendment #2 to the contract will extend the contract expiration date to June 30, 2012. The Engineer cannot move past 30% plans until the Environmental Assessment (EA) Document is signed by the Federal Highway Administration (FHWA). The U.S. Fish and Wildlife Service (USFWS) required formal consultation on the Biological Opinion portion of the EA which increased the amount of completion time. Once the EA document is signed the Engineer can move forward with the final design. The final design will take about eight months to complete.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 6th day of September 2011.

**CONTRACT NO. SS71803D NEW BRIDGE OVER TONTO CREEK
AMENDMENT #2**

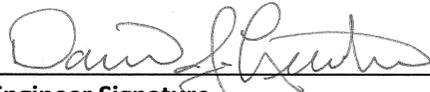
GILA COUNTY:

KIMLEY-HORN AND ASSOCIATES, INC.

GILA COUNTY BOARD OF SUPERVISORS



Michael A. Pastor, Chairman, Board of Supervisors



Engineer Signature

DAVID J. LEISTIKKO

Print Name

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

Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
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tmartin@gilacountyaz.gov

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BOARD OF SUPERVISORS
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Finance Director
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jheatherly@co.gila.az.us

Facsimile (928) 425-7056
TTY: 7-1-1

CONTRACT NO. SS71803D
NEW BRIDGE OVER TONTO CREEK
AMENDMENT #3

Effective November 3, 2009, Gila County and Kimley-Horn and Associates, Inc. entered into a contract whereby Kimley-Horn agreed to provide Professional Engineering Services for the Tonto Creek Bridge Project. The contract was amended for the first time on January 4, 2011 for an increase allowing Phase II to be budgeted. On September 6, 2011 the second amendment was approved to extend the contract date through June 30, 2012 with no increase in funds.

Amendment 3 is related to the existing scope of work. The first portion is related to value engineering the geotechnical results. ADOT materials section has suggested that if we can prove the reliability of the mudstone we encountered as part of the Geotechnical investigation then they will approve shortening the length of the columns the bridge will rest on. The potential savings is \$200,000 in construction costs. The total cost for this portion of the amendment is \$45,438 which includes costs for testing, project management and redesign of the columns if the testing results are positive. If the results are negative and the original design is kept then the cost of this part of the amendment is \$38,518 and Kimley-Horn will not bill for the redesign time.

The second part of Amendment 3 is for a second year of Willow Flycatcher surveys. These are needed as a condition of the Environmental Assessment. The cost of this is \$11,736. See attached Exhibit "A" for detailed scope of work by mention made a binding part of this agreement as set forth herein.

The total cost of this Contract Amendment 3 is \$57,174. There is available non-committed money from the FHWA grant through ADOT IGA based upon current expense reviews. The County will need to provide the 5.7% cost share which is a maximum of \$3,259 from the Transportation Excise Tax Fund for this Amendment.

All other terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2012.

**CONTRACT NO. SS71803D NEW BRIDGE OVER TONTO CREEK
AMENDMENT #3**

GILA COUNTY:

KIMLEY-HORN AND ASSOCIATES, INC.

GILA COUNTY BOARD OF SUPERVISORS



Engineer Signature

Tommie C. Martin, Chairman, Board of Supervisors

DAVID J. LEISTIKKO

Print Name

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 ATTORNEY Daisy Flores

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

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

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

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

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

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

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

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

ARF-1109

Consent Agenda Item 3- B

Regular BOS Meeting

Meeting Date: 03/06/2012

Submitted For: Paula Horn, Deputy Director of Prevention Services

Submitted By: Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division

Department: Health & Emergency Services Division

Division: Prevention Services

Fiscal Year: 2012

Budgeted?: Yes

Contract Dates 01/01/2012 through 12/31/2012

Grant?: Yes

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS12-010923) with Arizona Department of Health Services

Background Information

This agenda was item tabled on the 2-7-2012 due to corrections needed from State procurement. The Gila County Health Department has been providing the Community Health Grant for the past year. The objectives of the Intergovernmental Agreement are to improve the health of women prior to pregnancy and to reduce the rate of injuries, both intentional and unintentional. The agreement will address a variety of strategies designed to impact health at the community, organizational, individual and policy levels in order to promote a holistic approach to improving the health of individuals, their families and their communities.

Evaluation

This funding will allow Gila County to continue to provide injury prevention services and preconception health services for Gila County residents.

Conclusion

Without the funding Gila County would be unable to provide injury prevention and preconception health services to Gila County residents.

Recommendation

The Director of Health & Emergency Services recommends that the Board of Supervisors approve Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS12-010923) between Gila County and the Arizona Department of Health Services to continue to provide the Community Health Grant services. This Amendment revises the Terms and Conditions section of the Intergovernmental Agreement effective January 1, 2012.

Suggested Motion

Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS12-010923) between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services to continue to provide Community Health Grant Program services for the period January 1, 2012, through December 31, 2012.

Attachments

Original Contract

Amendment No. 2

Legal explanation



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. HG161095

ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Community Health Grant

Begin Date: January 1, 2011

Geographic Service Area: Gila County

Termination Date: December 31, 2015

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:

- 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 Department Address: 1400 East Ash Globe, Arizona 85501	FOR CLARIFICATION, CONTACT: Name: <u>Paula Horn</u> Phone: <u>928-402-8813</u> FAX No: <u>928-425-0794</u> Email: <u>phorn@co.gila.az.us</u>
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.	This Contract shall henceforth be referred to as Contract No. <u>HG161095</u> 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.
Signature of Person Authorized to Sign _____ Date _____ Michael A. Pastor, Chairman of the Board of Supervisors Print Name and Title	State of Arizona Signed this _____ day of _____, 2011 _____ 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.	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.
Signature of Person Authorized to Sign _____ Date _____ Bryan B. Chambers 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 _____ Assistant Attorney General: Ronald E. Johnson	

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
HG161095	

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.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
HG161095	

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.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
HG161095	

- 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. 09-09, as applicable, and all other applicable Federal and State non-discrimination laws, rules and regulations, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, Federal Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990 (Public Law 101-366), and all other acts required for compliance with the federal funding source.
- 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.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
HG161095	

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-

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
HG161095	

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.

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.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
HG161095	

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.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
HG161095	

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:

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
HG161095	

- 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

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
HG161095	

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 Contract 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

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
HG161095	

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.

Contract Number	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
HG161095	

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 and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

19. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

19.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.4 The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

20. **A.R.S. 35-393 and A.R.S. 35-391** In accordance with A.R.S. 35-393 and A.R.S. 35-391, the Contractor shall not have scrutinized business operations in Iran or Sudan.

21. **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.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
HG161095	

SCOPE OF WORK

1. BACKGROUND

The Arizona Department of Health Services (ADHS), Bureau of Women’s and Children’s Health (BWCH), mission is to strengthen the family and the community by promoting and improving the health and safety of women, infants, and children. This is accomplished through the provision of community-based services and the facilitation of systems development. BWCH manages and distributes funding that provides services to reduce the mortality and morbidity among women and children, increase access to health care, and reduce health disparities. For more information on the specific programs, go to www.azdhs.gov/phs/owch/.

BWCH administers the Title V Maternal and Child Health (MCH) Block Grant. Title V of the Social Security Act of 1935 is a federal program that focuses on improving the health of all mothers and children. Each year states apply for the block grant in an application that includes a report on past performance, plan for meeting needs, and a description of how the funds will be used.

Every five (5) years, State Title V MCH agencies are required to conduct a comprehensive needs assessment to identify state MCH needs and prioritize them for strategic planning. While needs assessment is always part of an ongoing planning cycle, the five-year needs assessment is an opportunity to formally examine trends and issues, review progress, and set priorities for the next five (5) years. Although statewide needs have been identified based on data, public input, and a comprehensive needs assessment, the Women’s and Children’s Community Health Intergovernmental Agreements (Agreement) allow Counties to prioritize efforts based on the severity of these issues within their own County. By zeroing in on the most critical issues impacting women’s and children’s health in a particular County and, in turn, the State, ADHS BWCH has the best chance of making an impact and long term change.

The Women’s and Children’s Community Health Agreements will fund collaborative efforts at the County level that can result in improvements to specific women’s and children’s health outcomes. The County level efforts shall emphasize partnership building with those entities that can most effectively contribute to improving the health outcomes listed below. The chosen statewide priorities were derived from Arizona’s 2010 comprehensive needs assessment. The Maternal, Infant, and Early Childhood Home Visiting Program Needs Assessment was also utilized to identify communities at greater risk of poor health outcomes.

2. OBJECTIVE

2.1 Implement multi-faceted strategies at the community level that work to:

2.1.1 Improve the health of women prior to pregnancy; and

2.1.2 Reduce the rate of injuries, both intentional and unintentional.

3. SCOPE OF SERVICE

3.1 The Agreement will address a variety of strategies designed to impact health at the community, organizational, individual and policy levels in order to promote a holistic approach to improving the health of individuals, their families and their communities. The “Spectrum of Prevention” (Spectrum) serves as a guideline for addressing complex issues at a number of levels as a means of instituting systemic and effective prevention strategies. The Spectrum identifies multiple levels of intervention and helps people/communities view prevention from a broader perspective than merely personal behavior decisions. The Spectrum is a framework for a more comprehensive understanding of prevention that includes six (6) levels for strategy development. These levels, delineated below, are complementary and when used together produce a synergy that results in greater effectiveness than would be possible by implementing any single activity or linear initiative. At each level, the most important activities related to prevention objectives should be identified. As these activities are identified they will lead to interrelated actions at other levels of the Spectrum.

<http://www.preventioninstitute.org/component/jlibrary/article/id-105/127.html> The levels of the Spectrum are as follows:

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
HG161095	

- 3.1.1 Influencing Policy and Legislation – Developing strategies to change laws and policies to influence outcomes;
 - 3.2.1 Changing Organizational Practices – Adopting regulations and shaping norms to improve health and safety;
 - 3.3.1 Fostering Coalitions and Networks – Convening groups and individuals for broader goals and greater impact;
 - 3.4.1 Educating Providers – Informing providers who will transmit skills and knowledge to others;
 - 3.5.1 Promoting Community Education – Reaching groups of people with information and resources to promote health and safety; and
 - 3.6.1 Strengthening Individual Knowledge and Skills – Enhancing an individual’s capability of preventing injury or illness and promoting safety and health.
- 3.2 Counties are expected to implement strategies at multiple levels of the Spectrum in accordance with local community needs. Strategies that influence policy, change organizational practices, and foster coalitions are required. BWCH encourages and supports integration with existing county public health programs as appropriate. Evidence-based strategies should be utilized whenever available and appropriate.
- 3.2.1 **Priority 1:** Improve the health of women prior to pregnancy. Promote improvement of preconception health, utilizing the Life Course Perspective. The Centers for Disease Control and Prevention is a valuable resource for learning more about preconception health and their website provides comprehensive information regarding preconception health <http://www.cdc.gov/ncbddd/preconception/default.htm>. Research continues to support the concept that the most effective means of improving birth outcomes is by improving the health of the mother before she becomes pregnant. The life course perspective promotes looking at life as a continuum versus periodic life events and takes into account the various risk and protective factors that impact an individual’s health. A life course toolkit is available on the CityMatCH website to assist with integrating the life course perspective into maternal and child health programs. <http://www.citymatch.org/lifecoursetoolbox/>. Preconception health takes into account physical, mental and social wellbeing of men and women of childbearing age. Examples of health factors that impact preconception health include healthy weight, stress management, management of chronic diseases, reproductive health, smoking and physical activity. Interconception health or the health of a woman between pregnancies is also referred to as preconception health. During the summer of 2010 the BWCH convened a task force charged with developing a Preconception Health Strategic Plan for Arizona. The Spectrum was one of several guiding tools used during the development of the plan. Activities funded through this Agreement should utilize multiple strategies as a means of not only supporting the strategic plan but meeting the requirements regarding components of the Spectrum. BWCH also encourages the utilization of Every Woman, Arizona, preconception health materials developed as an educational tool for use with clients/patients <http://www.azdhs.gov/phs/owch/publicat.htm>. Interventions shall target women of childbearing age but can also include children, adolescents and male family members.
 - 3.2.2 **Priority 2:** Reduce the rate of injuries, both intentional and unintentional. Counties should review local data to determine which injury areas are in most need of intervention. Examples of injury areas that may be addressed include, but are not limited to: motor vehicles crashes, falls, drowning, poisoning, fire/burns, firearm-related injuries, domestic violence, self-inflicted injuries, and suicide. BWCH encourages addressing adolescent suicide, adolescent motor vehicle crash injuries, bullying, childhood injuries, and infant safe sleep. Counties should utilize strategies from The Arizona Injury Surveillance and Prevention Plan, 2006-2010 (http://www.azdhs.gov/phs/owch/pdf/injury_plan_06-10.pdf) and/or the draft update of the plan as it becomes available. Interventions shall target adolescents and younger children, but can also include families.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
HG161095	

4. TASKS

The Contractor shall:

- 4.1 Complete a logic model outlining project design based on the Spectrum;
- 4.2 Submit narrative description of how project activities fit with the Spectrum;
- 4.4 Identify specific target populations and/or communities;
- 4.4 Annually submit a revised logic model plan implementation plan based on the Spectrum;
- 4.5 Implement approved strategies;
- 4.6 Work with tribal communities present in the County;
- 4.7 Participate in any statewide evaluation lead by BWCH;
- 4.8 Participate in contractor meetings;
- 4.9 Participate in training organized by BWCH;
- 4.10 Develop and submit a proposed budget for the coming year and each subsequent year;
- 4.11 Submit monthly report;
- 4.12 Submit monthly Contractor’s Expenditure Report;
- 4.13 Submit Annual Report based on findings that includes cumulative year to date data of services provided; and
- 4.14 Submit annual Title V unduplicated numbers form.

5. REQUIREMENTS

- 5.1 County shall provide a copy of all printed or broadcast media or any other educational materials developed using funds awarded under this Agreement to the ADHS Program Manager for approval. Media and/or printed educational materials shall adhere to the required wording as follows: “Funded in part by the Bureau of Women’s and Children’s Health as made available through the Arizona Department of Health Services.” Additionally, media and/or printed educational materials shall also adhere to the required wording as follows: “This project is supported by funds from the Department of Health and Human Services (DHHS), Health Resources and Services Administration, Maternal and Child Health Bureau, under Grant number 93.994 and title for \$ (to be filled in by County upon receipt of Agreement and awarded amount). The information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should be any endorsements be inferred by the U.S. Government, DHHS, or HRSA.”
- 5.2 MCH Block Grant funds shall not be used for:
 - 5.2.1 Inpatient services, other than inpatient services provided to children with special health care needs or to high-risk pregnant women and infants and such other inpatient services approved by the Secretary of the Department of Health and Human Services (DHHS);
 - 5.2.2 Cash payments to intended service recipients of Health Services;
 - 5.2.3 The purchase or improvements of land; the purchase, construction or permanent improvement (other than minor remodeling) of any building or other facility; or the purchase of major medical equipment – unless the State has obtained a waiver from the Secretary of DHHS;

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
HG161095	

- 5.2.4 Satisfying any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
 - 5.2.5 Providing funds for research or training to any entity other than a public or non-profit private entity; and
 - 5.2.6 Payment for any item of service (other than an emergency item or service) furnished by or at the medical direction or prescription of an ineligible or uncertified individual or entity.
- 5.3 Sub Contracts. The County shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of the ADHS Program Manager and the ADHS Procurement Office. The County shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the Terms and Conditions of this Agreement.

6. REFERENCE DOCUMENTS

- 6.1 Title V Maternal and Child Health Block Grant 2010 Needs Assessment and 2011 Block Grant Application (<http://www.azdhs.gov/phs/owch/index.htm>);
- 6.2 Maternal, Infant, and Early Childhood Home Visiting Program Needs Assessment <http://www.azdhs.gov/phs/owch/index.htm>;
- 6.3 Every Woman Arizona Preconception Materials <http://www.azdhs.gov/phs/owch/publicat.htm#mchblockgrant> ;
- 6.4 Arizona Nutrition & Physical Activity State Plan (<http://www.eatsmartgetactive.org/>);
- 6.5 The Arizona Injury Surveillance and Prevention Plan, 2006-2010, http://www.azdhs.gov/phs/owch/pdf/injury_plan_06-10.pdf);
- 6.6 The Prevention Institute Spectrum of Prevention, <http://www.preventioninstitute.org/component/jlibrary/article/id-105/127.html>; and
- 6.7 Contra Costa Health Services Spectrum of Prevention, <http://cchealth.org/topics/prevention/spectrum.php>.

7. STATE PROVIDED ITEMS

ADHS will provide:

- 7.1 Contractor Expenditure Report;
- 7.2 Monthly Report Format;
- 7.3 Annual Report Format;
- 7.4 Title V Unduplicated Count Report Format;
- 7.5 Logic Model Format;
- 7.6 DVD of Preconception Health Summit, April 30, 2010 (upon execution of Agreement);
- 7.7 Draft Arizona Preconception Health Plan (upon availability); and
- 7.8 Draft 2011-2015 Arizona Injury Prevention Plan (upon availability).

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
HG161095	

8. APPROVALS

- 8.1 The Logic Model that will be implemented during the next Agreement period shall be submitted to ADHS for approval. County shall include the specific target populations and/or communities;
- 8.2 The narrative description of how project activities fit with the Spectrum of Prevention shall be submitted to ADHS for approval;
- 8.3 Strategies shall be approved;
- 8.4 Annually submit a proposed budget for approval;
- 8.5 The Monthly Report to include activities performed for each of the specified tasks, a year to date cumulative report of the services provided, as well as problems encountered and potential solutions shall be approved by ADHS prior to reimbursement;
- 8.6 The monthly Contractor's Expenditure Report (invoice) shall be approved by ADHS prior to reimbursement;
- 8.7 The Annual Report based on findings that includes cumulative year to date data of services provided shall be approved by ADHS;
- 8.8 Title V Unduplicated Numbers; and
- 8.9 All marketing materials (brochures, posters, public service announcements, videos, etc.) which have been written, published or recorded by the County and paid for with Title V funds shall first be approved by ADHS. This approval must be made by the ADHS Public Information Officer prior to the dissemination of such materials or airing of such announcements.

9. DELIVERABLES

The Contractor shall or shall provide:

- 9.1 The name, phone numbers, and resume of program staff if replaced, due within thirty (30) days of hire;
- 9.2 An annual Logic Model plan and narrative description including the specific target populations and/or communities due forty-five (45) days after the beginning of each contract period;
- 9.3 Strategies;
- 9.4 Documentation of work with Tribal communities present in the County;
- 9.5 Participate in any statewide evaluation lead by BWCH;
- 9.6 Participate in contractor meetings;
- 9.7 Participate in training organized by BWCH;
- 9.8 Annually develop and submit a proposed budget;
- 9.9 A Monthly report of program activity, including cumulative data of services rendered due thirty (30) days following the month of service;
- 9.10 A monthly Contractor's Expenditure Report due thirty (30) days following each month of service;
- 9.11 An Annual report including evaluation data and analysis due forty-five (45) days following the contract period; and.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
HG161095	

9.12 Title V Unduplicated Numbers, due with the annual report.

10. NOTICES, CORRESPONDENCE, AND REPORTS

Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Arizona Department of Health Services
Bureau of Women's and Children's Health
Community Health Program Manager
150 North 18th Avenue, Suite 320
Phoenix, AZ 85007
Telephone: 602-364-1400
Facsimile: 602-364-1496
E-Mail: kuhfusk@azdhs.gov

Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

David Fletcher, Director
Gila County Health Department
Location: 5515 South Apache Avenue, Suite 100
Mailing: 1400 East Ash Street
Globe, Arizona 85501
Tel: 928-402-8801
Fax: 928-425-0794
Email: dfletcher@co.gila.az.us

Payments from ADHS to the Contractor will be sent to:

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
HG161095	

PRICE SHEET

Cost Reimbursement

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$30,673.36
ERE	\$8,855.48
Professional & Outside Services	\$1,000.00
Travel Expense	\$4,955.00
Out of state travel	\$0.00
Operating Expenses	\$22,697.98
Other	\$0.00
Indirect (if authorized)	\$6,818.18
TOTAL	\$75,000.00

With prior written approval from the Program manager, the Contractor is authorized to transfer up to a maximum of Ten Percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding Ten Percent (10%) or to a non-funded line item shall require a Contract Amendment.



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: ADHS12-010923

Amendment No. 2

Procurement Specialist
Tracy Chisler

Community Health Grant

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Effective January 1, 2012, Pursuant to Page Six (6), Terms and Conditions, Provision Six (6), **Contract Changes**, Item 6.1, Amendments, Purchase Orders and Change Orders, delete in its entirety, the Price Sheet, Page Eighteen (18) of the original Agreement, and replace it with the revised Price Sheet, Page Three (3), Amendment Two (2). The revised Price Sheet Total remains the same at **\$75,000.00** and will be updated in the ProcureAZ Items Tab upon execution of this Amendment Two (2) to reflect the following line item changes:
 - a. Personnel: Budget increased \$9,068.80 to reflect the total amount of **\$39,742.16** since the Program Manager will need to have 20% of annual salary.
 - b. ERE: Budget increased \$3,125.86 to reflect the total amount of **\$11,981.34** since the Program Manager will need to have 20% of annual salary and ERE.

All other provisions of this agreement remain unchanged.

Gila County Health Department

Contractor Name

1400 East Ash

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

Date

Tommie C. Martin

Printed Name

Chairman of Board of Supervisors

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

Bryan Chambers, Chief Deputy

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 _____ 2011

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.



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: ADHS12-010923

Amendment No. 2

Procurement Specialist
Tracy Chisler

- c. Professional & Outside Services: Budget decreased \$750.00 to reflect the total amount of **\$250.00** since the full amount of budget for this line item was not used last year.
- d. Travel Expenses: Budget reduced \$651.00 to reflect the total amount of **\$4,304.00** since last year's in town travel estimate was too high.
- e. Out of State Travel: Budget increased \$1.00 to reflect the total amount of **\$1.00** in case an opportunity for the IP or Preconception Health Conference becomes an option.
- f. Operating Expenses: Budget decreased \$10,794.66 to reflect the total amount of **\$11,903.32** since estimate and advertising were higher in the first year than ongoing years.
- g. Indirect Expenses: Budget remains the same at **\$6,818.18**.

	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: ADHS12-010923	Amendment No. 2	Procurement Specialist Tracy Chisler

Gila County Division of Health and Emergency Services

Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$39,742.16
ERE	\$11,981.34
Professional & Outside Services	\$250.00
Travel Expense	\$4,304.00
Out of State Travel	\$1.00
Operating Expenses	\$11,903.32
Other	
Indirect (if authorized)	\$6,818.18
TOTAL	\$75,000.00

With prior written approval from the Program Manager, the contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require a Contract amendment.



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.

Conclusion

It is important for the Gila County Attorney's Office of Victim Services to continue to receive the funding from the Arizona Criminal Justice Commission with the matching requirement by the County. The criminal justice system can be traumatic for most victims and it is important for the department to provide mandated services to those victims. It is a priority of the department to insure that enforcement of victims' rights are adhered to and complied with under the law.

The advocate also acts as the liaison between the victim, the prosecutor and the court. The advocate plays a key role to insure that victims are treated with fairness, dignity and respect throughout the criminal justice system.

Recommendation

The Gila County Attorney's Office of Victim Services is recommending that the Board approve the request to apply to the Arizona Criminal Justice Commission for renewal of the existing Victim Assistance Grant for the 2013 fiscal year.

Suggested Motion

Approval to submit a Grant Application to the Arizona Criminal Justice Commission for the renewal of an existing Victim Assistance Grant in the amount of \$24,029 with a required cash match by the County of \$24,029 from the General Fund.

Attachments

VA Grant Application

Single Audit 2010

Total Budget

Job Description

ACJC Grant Program: Crime Victim Assistance Grant Program

Period Title: FY 2013

Project Title: Gila County Victim Assistance

Purpose Area: Commission Eligible

Has the program been providing services to victims for more than three years? Yes

Applicant Agency: Agency Name: Gila County Attorney's Office
 Department Name: None
 DUNS Number: 074462102

Authorized Official: Flores, Daisy (Gila County Attorney)

Mailing Address: 1400 E. Ash Street
 Globe, Arizona 85501
 Email: dflores@co.gila.az.us
 Phone: 928-425-3231, 8630
 Fax: 928-425-3720
 Agency: Gila County Attorney's Office
 Department: None

Project Official: Fetterman, Lizabeth F (Victim Witness Advocate)

Mailing Address: 1400 E. Ash Street
 Globe, Arizona 85501
 Email: lfetterman@co.gila.az.us
 Phone: 928-402-8836
 Fax: 928-425-9797
 Agency: Gila County Attorney's Office
 Department: None

Number of crimes victims served by the program during the most recently completed fiscal year:

1561

Approximate percentage of those crime victims served only by phone, mail, or e-mail:

0

Geographic areas served Northern and Southern Gila County and neighboring San Carlos Apache Nation Reservation

Agency Mission Statement It is the Mission of the Gila County Victim Services Program to assist innocent victims of a crime in timely, efficient and compassionate manner; to advocate for the protection of their rights, understanding of those rights and procedures for exercising those rights.

Does the program charge or intend to charge for services? No

If yes, describe fee schedule:

Type of crime victims served (check all that apply)

Adults molested as children
 Aggravated assault
 Assault
 Child sexual abuse
 Domestic violence
 DUI
 Elder abuse/fraud
 Identity theft
 Robbery
 Sexual assault
 Survivors of homicide victims
 Other non-violent crimes
 Other violent crimes

If "Other non-violent crimes", please specify. If none, enter "None" in the box.

Threatening and Intimidating, Assault by a Vicious Dog, Custodial Interference, Resisting Arrest, Interfering with Judicial Proceedings, Disorderly Conduct, Aggravated Harrassment, Discharge of a Firearm, Misconduct Involving Weapons, Hit and Run, Reckless Driving, Unlawful Use of Means of Transportation, Hindering Prosecution, Theft, Shoplifting, Trafficking in Stolen Property, Fraudulent Schemes and Artifices, Luring a Child for Sexual Exploitation, Cyberstalking, Forgery, Indecent Exposure, Burglary, Criminal Damage, Stalking, Failure to Pay Child Support, Simple Assault, Embezzlement, Vandalism, Smuggling of Human Beings, DUI involving Minor Children, Tampering with Physical Evidence, Unlawful flight, Criminal Trespass, Criminal Littering, Drug Offense Involving a Minor, Possession of Stolen Property, Surreptitious Viewing, Sexual Exploitation of a Minor; Obtaining Utility Services by Fraud

If "Other violent crimes", please specify. If none, enter "None" in the box.

Homicide, Attempted First Degree Murder, Negligent Manslaughter, Second Degree Murder, Forcible Rape, Armed Robbery, Aggravated Assault, Aggravated Assault on a Police Officer

Type of services provided (check all that apply)

Criminal justice supports/advocacy
 Emergency financial assistance
 Follow-up contact
 Information and referral
 Notification services
 Personal advocacy
 Victim compensation claim assistance

If "Other", please specify. If none, enter "None" in the box.

None

For the most recent fiscal year, please provide the **total number** of **services** provided to crime victims in each service area below for the **program** requesting ACJC Victim Assistance funding. *A single victim may receive several different services.*

Crisis intervention services for the urgent emotional or physical needs of a victim which may include a 24-hour hotline for counseling or referrals for a victim.	20
Emergency temporary shelter for a victim who cannot safely remain in current lodging.	9
Petty cash for immediate emergency needs related to transportation, food, shelter, and other necessities.	1
Emergency temporary repairs such as locks and windows damaged as a result of a crime to prevent the immediate reburglarization of a home or apartment.	0
Follow-up counseling dealing with the victimization.	31
Assistance dealing with other social service and criminal justice agencies.	86
Assistance in obtaining the return of property kept as evidence.	25
Assistance in dealing with the victim's landlord or employer.	3
Referrals to other sources of assistance as needed.	201
Court-related direct services or petty cash that help victims participate in criminal justice proceedings including transportation to court, child care, meals, and parking expenses.	36
Court-related advocate services including escorting victims to criminal justice-related interviews, court proceedings, and	349

assistance in accessing temporary protection services.	30,634
Notification of significant developments in the investigation or adjudication of the case.	2,567
Notification that a court proceeding for which the victim has been subpoenaed has been canceled or rescheduled.	1,221
Notification of the final disposition of the case.	
Total	35,183

Indicate the number of times the program requesting ACJC Victim Assistance funding provided the following services to assist victims with Crime Victim Compensation claims.

Provide verbal or written information about the Compensation Program.	664
Provide referral and/or transportation to Crime Victim Compensation Office.	37
Provide applications.	62
Provide assistance with completing the application.	27
Provide assistance with obtaining police reports, records, bills, etc.	19
Total	809

Please describe how the program requesting ACJC Victim Assistance funding assists victims with submitting or processing crime victim compensation claims. *Limit 250 characters, including spaces.*

An application is given to victims and they are assisted in its completion. The program assists in gathering the documents, police reports, bills, and records. If necessary, the program will travel to the victim if transportation is not available.

Number of paid program staff providing **direct** services to crime victims. *Do not include administrative staff.*

Full time: 3 Part time: 0

For the most recent fiscal year, list the total **hours** worked by volunteers. *Must be in direct support of the program.*

216 / 2,080 = 0.10

Problem Statement

Identify the problem in your community that the grant funded program will address. Be very specific and include statistical data to define the severity of the identified problems. *Response is limited to 3,500 characters, including spaces.*

Enter narrative below:

The major employer and industry that serves the Gila County community are the copper mines. With the spiking copper prices, the community takes notice. However, with the rise in value also comes increased theft of this semi-precious metal. The theft of scrap metal is becoming a major problem for our rural county residents and businesses. Incidents have soared as rising metal prices tempt thieves to tear out whatever they can find and sell it to scrap yards for cash. Thieves steal everything from air conditioning units and pipes to copper wiring from park and streetlights, leaving some areas in complete darkness. Local mines, businesses and home builders are hardest hit by these thefts.

From July 1, 2010 to June 30, 2011, the Gila County Sheriff's Office confiscated large amounts of stolen copper which had been taken from the local mines and was headed to be sold in the Phoenix metropolitan areas. At this point, only a handful of individuals have been arrested. A thief may steal \$200 worth of copper, but the collateral damage makes the loss much higher. Beyond the direct costs, there are also significant safety issues. Copper theft can sometimes go unnoticed by maintenance personnel, can also put them at serious risk. A typical copper thief will gain access by destroying a gate lock or by cutting fences. Many of these sites are unmanned and it could be several days before the theft is even discovered, leaving the method of entry open.

Local homebuilders also report that they cannot keep up with the losses they are experiencing. "During the last fiscal year, the costs of material and labor to repair the damage caused by the thefts is estimated at \$75,000" said the owner of the Hunter group.

According to Spering.com, the unemployment rate in Gila County is 10.90%, with job growth of -0.87%. This figure is still 3.89% lower than the national rate. Gila County's property crime, on a scale from 1 (low) to 10, is 7. That US national rate is 4. Property crime includes the offenses of burglary, larceny-theft, motor vehicle theft, and arson. The object of the theft-type offenses is the taking of money or property, but there is no force or threat of force against the victims, making this a substantial financial loss of thousands and thousands of dollars to the entire community.

These theft rings also target new homes, vacant or foreclosed homes as they are a source of unattended copper inventory. Current economic conditions such as rising cost of gasoline, food and consumer goods, make it likely that copper thefts will remain a resource for criminals. Unfortunately, until employers can provide more jobs for the community, theft rates in Gila County will continue to rise. If copper thefts continue to parallel the current rise in copper prices, utilities would see

their losses from these events increase dramatically.

With limited resources available to enforce laws, a very small percentage of perpetrators are apprehended, arrested and convicted. If convicted, most cases are only prosecuted as misdemeanor with light penalties and little to no jail time. In addition to the exorbitant damages, the secondary problem becomes collection of restitution. If a perpetrator cannot be arrested and prosecuted, the likelihood of recovering any monetary loss, is nil to none.

Project Summary

Provide a summary of the program the ACJC grant funds will support. Include how the program addresses the problem in the community, what services are provided, the population served, why it is important and how it is unique. Also, include at least two specific, measurable program objectives. These objectives should outline specific program activity during the grant period. Refer to the sample application for examples. *Response is limited to 3,500 characters, including spaces.*

Enter narrative below:

The Gila County Attorney's Office houses the Victim Services and Victim Compensation Programs. It is the mission of the program to ensure that constitutional, statutory and inherent rights of victims of crime are consistently upheld throughout the criminal justice process. The department continues to provide mandated notification services, criminal justice support, emergency financial assistance, assistance in filing compensation claims, personal and lay legal advocacy, information and referrals, and transportation services.

Gila County covers approximately 4,796 square miles and the program serves the major communities of Globe, Miami, Payson, Winkelman-Hayden, and San Carlos Apache Nation. The US 2010 census data for Arizona estimated the population to be 53,597, which is an increase of 4.4% since the Census Report of 2000. It is important to note that each of the surrounding communities in the county have a copper mine close in proximity, ranging from as close as 2 miles to 90 miles.

Unfortunately copper theft is not limited to Gila County, or the State of Arizona, it is becoming a national problem. What the program and industry must do is to try to limit the incidents by making it difficult for perpetrators to succeed. On cases that are being prosecuted, the program keeps victims informed of all court dates, the right to meet and confer with the prosecutor, the right to prepare and present a Victim Impact Statement to the court and most importantly, assistance in collection of the restitution. At the time of disposition, the Victim Assistance Department will prepare, file and record for the victim, a Restitution Lien. By assisting in this way, victims feel that the department is doing whatever they can to collect their losses, as referenced by some victims in the Satisfaction Survey.

The program continues to provide training and written resources to City and County law enforcement officials and copper company officials so that all agencies will remain proactive in reducing the copper theft. Some preventative educational presentations to mine personnel may include: Building partnerships with local scrap metal companies in the area; Proactive communication with all employees; Utilize Employee Reward Program; Post visible signage and Surveillance cameras.

The Gila County Victim Assistance program has been dedicated to assure that no victim is alone. In addition to the mandated services victims are entitled to, our advocacy efforts are ministered on a variety of levels through education and advocacy throughout the criminal justice system, a collaboration of referrals to community agencies and resources and community education which is focused on victim issues, needs and services. The Gila County Program is the only office that provides comprehensive services to victims of crime in Gila County.

The program is unique in that we offer emotional support and practical assistance to victims of uncharged cases. Most victim assistance programs throughout the state do not provide services until a formal charging document is filed. Advocates can provide safety planning brochures, assistance with finding shelter, referrals to additional assistance programs, advocacy with police/prosecutors and other crucial services.

Project Collaboration

Programs must demonstrate a strong collaborative effort in *each* of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with.

Enter narrative below:

Gila County Sheriff's Office; Department of Economic Security (CPS and APS); Globe, Miami, Hayden, Payson Police Departments; Gila County Task Force; San Carlos Dept. of Social Services, Bureau of Indian Affairs; Indian Health Services; Gila Family Advocacy Center; Gila County Safe Home Community Network; Safe Home Domestic Violence Shelter; Time-Out Domestic Violence Shelter; Horizon Human Services; Gila County Multi-Disciplinary Teams (Payson/Globe); Pinal-Gila Council for Senior Citizens; Arizona Department of Corrections; Globe-Miami Chamber of Commerce; Copper Basin Chamber of Commerce; Globe City Council, Globe High School; Miami High School; Liberty High School; Copper Rim Elementary School, High Desert Jr. High School, Globe-Miami Senior Citizens Centers; Globe-Miami Rotary Clubs; Globe, Miami, and Tri-City Fire Departments, Arizona Youth Partnership, The Copper Basin Coalition, Gila County Division of Community Services, G.I.L.A House (Homeless Shelter); Boys & Girls Club of Globe, Southern Gila County Community Network, Gila County Meth Coalition; Our Lady of the Blessed Sacrament Church Youth Group; Holy Angels Catholic Services; Payson Public Library; Globe Public Library

Describe in detail a recent collaboration, other than a service referral, involving one or several of the agencies listed above. Discuss the purpose of the collaboration, your agency's contribution to process and the outcomes. *Response is limited to 1,500 characters, including spaces.*

Enter narrative below:

On an average of once a month, the Gila County Victim Assistance Program is involved in some type of public forum to present information and educate all avenues of the community, such as church groups, school carnivals, Kid's Day Events, Youth Coalitions, just to name a few.

During National Crime Victims' Rights Week, and in collaboration with the Domestic Violence Shelter, a Candlelight Ceremony was conducted at City Hall. The event promoted awareness of victim's rights and services and honored crime victims and survivors. After the ceremony, the Mayor and Council Members viewed a short video, entitled "Honoring the Past" and thereafter proclaimed that April 10-16, 2011, be recognized National Crime Victims' Rights Week in the City of Globe. Light refreshments were served and a resource table was available.

In collaboration with the Copper Basin Chamber of Commerce, the Program participated in the Annual Women's Expo. Despite unreasonably cold weather and snowstorms, the event brought many women of all ages out for fun and information. Attendees were educated as to victims' rights, the history of victims' rights, a victim's challenges in the criminal justice system information about the Victim Compensation Program, and the effect of domestic violence. After the presentation, an informational booth was set up for victims to assist them in completing Victim Compensation applications. As a result, three individuals were assisted by the program.

Performance Tracking

Briefly describe how the program tracks statistical data for number of crime victims served, number of services provided, referrals, etc. *Response is limited to 500 characters, including spaces.*

Enter narrative below:

Information regarding victim cases, which include, the type of crime, the number of victims involved and the demographics of each victim, is transferred to the Annual Service Tracking Sheet. This form of tracking monitors the number of victims served. Thereafter, the data for mandated services for each victim is recorded into an Excel Spreadsheet and is updated on a daily basis. The sheet then auto-calculates the number of mandated services allowed by statute.

Evaluation Plan

How will you evaluate the effectiveness of the program activities? Please indicate how the results of program evaluation activities have made, or will make an impact on the way the program provides services to crime victims. *Response is limited to 1,500 characters, including spaces.*

Enter narrative below:

The Program will continue the awareness and educational presentations which can be monitored and measured by logging those presentations, have ongoing communication with copper theft victims and law enforcement, to determine the effectiveness of those trainings. A tracking-based report created by the program i.e., an excel spreadsheet, would be utilized to assist. Based on the numbers, Victims would be able to report to the program an increase or decrease of theft reports on a quarterly basis. This type of report will also be used by law enforcement agencies. Ultimately, the program would encourage victims of these types of crimes to contact state legislators to make harsher penalties for these types of thefts, and to create a more standard tracking based system so that it would prohibit the purchase of copper without a certificate attached, which in turn would help local law enforcement and the courts track and build cases for prosecution more effectively.

Larger scrap metal agencies in the metropolitan areas have a database called, LeadsOnline. It will track pawnshop sales, but much more money would have to be spent to upgrade the whole system for rural agencies. These agencies would be able to look up the address of someone who sold metals and see how many people are associated with that sale. Officers would also have access to license plate numbers, the type of metal sold, photos of the metals, and the ability to cross reference the information at any one time.

Survey Response Rate

If the program uses a survey to measure program performance, please indicate the number of surveys administered and the number of survey responses received during the most recently completed fiscal year. Please describe efforts the program has made to increase or maintain a representative survey response rate. If the program does not use a survey then please indicate NONE in the box below. *Response is limited to 1,500 characters, including spaces.*

Enter narrative below:

The victim satisfaction survey, which is currently utilized by the department, reflects the goals and outcomes as indicated and selected in the previous FY grant period. By standardizing the survey questions (and letter of

explanation), insures that we collect the same information from everyone. Although over 1000 surveys were sent out, as reported in the Annual Statistical Report, the return rate still was only 91. Albeit low, the return rate continues to increase each year about 5%. Of the 91 surveys that were returned, 88 reported being satisfied with the overall services that were provided to them, 3 reported they were dissatisfied with the system, restitution collection process and the Prosecutor's actions. If necessary, a debriefing is conducted by the department to address any concerns that are presented by the victims to resolve any issues, if possible.

The program also implemented a telephone survey. The call is made to the victim about a week after the sentencing/disposition notification has been mailed out. Victims are given an opportunity to speak to someone personally and discuss any immediate issues or concerns. The challenge we have been faced with is that this is time consuming and several calls may have to be made to make that contact. The program does utilize a volunteer to assist in this survey.

Approximate number of victims to be served during the upcoming grant period: 1600

Goal: HEALING

Outcomes (please select at least 3):

Description	%	#
Number and percentage of victims reporting an increased knowledge of services available.	80%	1,280
Number and percentage of victims who report having increased feelings of well being.	80%	1,280
Number and percentage of victims who report they know how to access short and long term resources available to meet their needs.	80%	1,280
Number and percentage of victims reporting the provider's services increased their ability to cope.	%	
Number and percentage of victims completing treatment plan objectives.	%	
In this space you may optionally provide any additional quality measure of your own choice.	%	
	%	

Goal: JUSTICE

Outcomes (please select at least 2):

Description	%	#
Number and percentage of victims reporting the information and assistance provided had a positive impact on their participation in the criminal justice system.	85%	1,360
Number and percentage of victims reporting an increased understanding of their legal rights.	80%	1,280
Number and percentage of victims reporting increased knowledge of the legal system.	%	
In this space you may optionally provide an additional quality measure of your own choice.	%	
	%	

Goal: ECONOMIC STABILITY

Outcomes (please select at least 1):

Description	%	#
Number and percentage of crime victims reporting an increased knowledge of the victim compensation program, restitution and other financial assistance services.	85%	1,360
	%	

Goal: SAFETY

Outcomes (please select at least 1):

Description	%	#
Number and percentage of victims who report understanding and initiating safety plans for meeting their immediate and ongoing safety needs	75%	1,200
Number and percentage of victims who report being able to better assess their safety needs.	%	
In this space you may optionally provide an additional quality measure of your own choice.	%	
	%	

Goal: QUALITY MEASURES

Outcomes (please select at least 3):

Description	%	#
Percentage of victims reporting overall satisfaction with services.	80%	1,280
Percentage of community collaborators reporting positive satisfaction with services provided.	%	
Percentage of victims who report they would recommend program services to other victims.	80%	1,280
Percentage of victims who reported that advocacy services that were provided were helpful.	80%	1,280
In this space you may optionally provide any additional quality measure of your own choice.	%	
	%	

Personnel

Enter narrative below:

The funds that are requested are utilized for the salary of the victim advocate entirely, and the balance is funded by the County's general fund. The services provided victims of Gila County promote their participation in the criminal justice system, provide efficient and effective notification services and provide and coordinate efforts to victims and agencies that serve victims of crime in our community. The funding by this grant is absolutely imperative to this department. Without the level of services that our program provides would be greatly compromised.

Full Time/Part Time

Match	Position Title	# Pos (FTE)	Annual Salary	Subtotal Salary	ERE Amount	Total
<input checked="" type="checkbox"/>	Victim Advocate	.5	\$34,548.00	\$17,274.00	\$6,005.00	\$23,279.00
<input type="checkbox"/>	Victim Advocate	.5	\$34,548.00	\$17,274.00	\$6,005.00	\$23,279.00
					Salary Subtotal: \$34,548.00	
					ERE Subtotal: \$12,010.00	

Total: \$46,558.00 Match Total: \$23,279.00
Nonmatch Total: \$23,279.00

Overtime

Match	Position Title	Hours	Hourly Wage	Subtotal Wages	ERE Amount	Total
						Wages Subtotal: \$0.00
						ERE Subtotal: \$0.00
						Total: \$0.00 Match Total: \$0.00
						Nonmatch Total: \$0.00

ERE Breakdown

Enter narrative below:

Employee Related Expenses paid by the County based on total salary; State Retirement Match, Social Security, Medicare taxes, Worker's Compensation and Medical Insurance

Consultant/Contractual Services

Enter narrative below:

None

Match	Expense Type	Hours	Rate	Total
				Match Total: \$0.00
				Nonmatch Total: \$0.00

Travel (In State)

Enter narrative below:

None

Match	Expense Type	Units	Amount	Total
				Match Total: \$0.00
				Nonmatch Total: \$0.00

Travel (Out of State)

Enter narrative below:

None

Match	Expense Type	Units	Amount	Total
				Match Total: \$0.00
				Nonmatch Total: \$0.00

Confidential Funds

Enter narrative below:

None

Match	Expense Type	Amount	Total
			Match Total: \$0.00
			Nonmatch Total: \$0.00

Other Operating Expenses

Enter narrative below:

Printing Costs (brochures)

Match	Expense Type	Type	Quantity	Each	Total
<input checked="" type="checkbox"/>	Printing	Supplies	1	\$750.00	\$750.00
<input type="checkbox"/>	Printing	Supplies	1	\$750.00	\$750.00
					Supplies Subtotal: \$1,500.00
					Registration/Training Subtotal: \$0.00
					Other Subtotal: \$0.00
					Total: \$1,500.00 Match Total: \$750.00
					Nonmatch Total: \$750.00

Equipment Purchases

Enter narrative below:

None

Match	Expense Type	Type	Quantity	Each	Total
					Capital Subtotal: \$0.00
					Non-Capital Subtotal: \$0.00
					Total: \$0.00 Match Total: \$0.00
					Nonmatch Total: \$0.00

If matching funds are required for this grant program, provide a description of what funds will be used as the required match.
 Gila County General Funds will be used to match this grant.

Total Project Cost

Required Match: \$24,029.00

Match Total: \$24,029.00

Requested Total: \$24,029.00

If received, will ACJC funds be used as matching funds for other grant program(s)? No
 If yes, please list the name(s) of the grant program and funding agency.

Audit Requirements

List the date of your last financial audit.

6/30/2010

Did the audit result in a Schedule of Findings and Questioned Costs?

Yes

Internal Controls

Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?

Yes

Which of the following describes your organization's accounting system?

Combination

How frequently do you post to the General Ledger?

Daily

Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?

Yes

Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes

Are time and effort distribution reports maintained for employees working fully or partially on grant programs, which account for 100% of each employee's time?

Yes

Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes

Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment, and the preparation of payroll?

Yes

Are all accounting entries and payments supported by source documentation?

Yes

Are employee time sheets supported by appropriately approved/signed documents?

Yes

Does the organization maintain policies which include procedures for assuring compliance with the terms of the grant award?

Yes

Does the organization maintain written codes of conduct for employees?

Yes

Does the organization maintain written procurement policies and procedures?

Yes

Does the organization have adequate staff to comply with the terms of the grant agreement?

Yes

Is there a separate bank account maintained for grant funds?

Yes

Are the officials of the agency bonded?

Yes

Does the agency use a double-entry system in accounting for program funds?

Yes

If you answered "No" to any of the questions in this section, please provide a brief explanation why.

Please upload the following documents:

All Applicants:

Total Program Budget

Most Recent Financial Audit (include management letter and schedule of findings if applicable)

Job descriptions for personnel to be funded by ACJC Victim Assistance Grant

Non-profit organizations please attach:

1. A letter from a prosecutor's office or law enforcement agency endorsing the application.
2. A Current board list that includes affiliations identifies current officers and provides the Chairman's contact information.

AND ONE OF THE FOLLOWING:

1. A copy of the organization's 501(c)(3) designation letter from the IRS.
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar document.
4. Submission of any item above (1-3), if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local nonprofit affiliate.

Max size per upload 10MB.

[VA13 Total Budget.doc](#)

[Single Audit Package 2010 Gila County.pdf](#)

[Victim Witness Advocate job description.doc](#)

Special Conditions

1. ACJC grant funds shall be used to provide direct services to victims of crime.
2. ACJC grant funds shall not be used to supplant federal, state, county, or local funds that would otherwise be made available for such purposes.
3. The applicant shall operate in a manner consistent with, and in compliance with, the provisions and stipulations of the approved grant

application and agreement.

4. The applicant agrees that it will incorporate the use of volunteers in its program to the extent that such volunteers contribute to the effective and efficient provision of services to crime victims.
5. The applicant agrees to promote coordinated public and private efforts to assist crime victims within the community served.
6. The applicant agrees that ACJC grant funds are not to be expended for any indirect costs that may be incurred in administering the funds.
7. The applicant agrees to expend funds only in the approved budget categories for the amount approved.
8. The applicant agrees that payment obligation is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation.
9. The applicant agrees to retain all books, account reports, files, and other records for a period of five years after the completion of the expiration of the project. All such documents shall be subject to inspection and audit at reasonable times.
10. The applicant agrees to provide accounting, auditing, and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds.
11. The applicant agrees to remit all unexpended ACJC grant funds to the Commission within 30 days of receipt of a written request from the Commission.
12. The applicant agrees to submit Quarterly Financial Reports to the Commission on the forms provided. Quarterly Financial Reports are due on October 31, 2012, January 31, 2013, April 30, 2013, and August 15, 2013. An Annual Performance Report is required to be submitted to the Commission on the forms provided. It is due August 15, 2013. In the event that reports are not received on or before the required date(s), the Commission may require more frequent reports. Funding will be suspended until such time as the delinquent report(s) are received.
13. The applicant agrees to comply with all applicable requirements of A.R.S. § 41-1463, all applicable state and federal civil rights laws, and Executive Order 1999-4 and 2000-4. In the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the basis of race, color, religion, national origin, sex, age, or disability against the applicant, the applicant will forward a copy of the findings to the Commission.
14. The applicant will assign to the Commission any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the applicant in exchange for grant funds provided.
15. The applicant agrees to use arbitration in the event of disputes in accordance with the provisions of A.R.S. §12-1501 et. seq.
16. The applicant agrees that it is acting as an independent contractor and agrees to hold the Commission harmless for the actions of the grantee's employees.
17. The applicant agrees to obtain and maintain subrogation agreements from victims as a condition of receipt of assistance exceeding one hundred dollars (\$100) in direct financial aid.
18. The applicant agrees to comply with the applicable laws and provisions of the Arizona Crime Victim Assistance Program Rules A.A.C. R10-4-201 through R10-4-204.
19. The applicant agrees to submit, upon request, a copy of its financial audit for the most recently completed 12-month period.
20. The applicant assures that it will collect and maintain information on victim services provided by ethnicity, sex, age, and disability.
21. The applicant assures that it will comply with all applicable state and federal drug-free workplace requirements.
22. The applicant assures that it will comply with all state and federal laws regarding privacy during the course of the program. All information relating to clients should be treated with confidentiality. Information shall be disclosed to the Commission, when requested, in compliance with the Crime Victim Assistance Program Rules, state and federal laws, and the grant agreement.



On behalf of the applicant agency I certify that: I have read and understand the conditions listed above; all the information presented in this application is correct; there has been appropriate coordination with affected agencies; and the applicant agency will comply with the provisions of all applicable laws and conditions if awarded funds.

FY 2012 - 2013 Victim Services Program Budget *(List the entire program budget not just the ACJC requested and matching funds)*

Revenue Sources	ACJC FY13	GC General	AG Victim	Cost of Pros	CJEF					Total
Personal Services (combine salary and fringe benefits)	\$23,279									
Victim Advocate		\$23,279								\$23,279
Legal Secretary		\$4,558	41,024							\$45,582
Legal Secretary		\$			39,904					\$39,904
Legal Secretary		\$		39,040						\$39,040
Professional & Outside Services	\$									
		\$								\$0
		\$								\$0
		\$								\$0
		\$								\$0
		\$								\$0
In-state Travel	\$									
Lodging & Per Diem		\$								\$0
Car Rental		\$								\$0
Mileage Cost		\$								\$0
Other:		\$								\$0
Other Operating	\$750									
Rent		\$								\$0
Supplies		\$1,700								\$1,700
Utilities		\$								\$0
Telephone		\$1,200								\$1,200

Revenue Sources	ACJC FY13	GC General	AG Victim	Cost of Pros	CJEF					Total
Printing/Photography		\$750								\$750
Emergency Expense		\$								\$0
Training		\$								\$0
Insurance		\$								\$0
Lease/Rental		\$								\$0
Repair/Maintenance		\$								\$0
Books & Software		\$								\$0
Emergency Victim Needs		\$								\$0
Other: Postage		\$7,800								\$7,800
Capital Outlay										
Buildings or Land		\$								\$0
Equipment	\$									
Vehicles		\$								\$0
Computers		\$								\$0
Other:		\$								\$0
Other:		\$								\$0
Indirect Costs		\$								\$0
TOTAL	\$24,029	\$39,287	\$41,024	\$39,040	\$39,904	\$0	\$0	\$0	\$0	\$183,284
Grant Expiration Date (If application is pending, note with a "P".)										

I, Joseph Heatherly, certify that the budgetary information submitted in this application is complete and accurate.
(Authorized Financial Officer - Please print)

Signature: _____ Date: _____ Phone: _____



JOB DESCRIPTION

Job Title: Victim Witness Advocate

Job Code: 1509

FLSA: Non-Exempt

Effective Date: September 4, 2006

NATURE OF WORK:

Provides support and guidance to victims and witnesses as their cases move through the criminal justice system in Gila County; coordinates Victim Compensation Program activities.

DUTIES AND RESPONSIBILITIES:

- Serves as an advocate to victims and witnesses; assesses and prioritizes needs of victims; maintains regular contact with victims; provides victim case status reports; mediates and resolves victimization problems.
- Communicates with victims, victim representatives, County department heads, officials from other State agencies; behavioral health agencies and hospitals, insurance companies, court administration personnel, and law enforcement agencies regarding victim cases, restitution issues and the Victim Compensation Program.
- Escorts victims/representatives to court proceedings; informs victims/representatives of court proceeding dates and times; explains court proceedings and responds to inquiries from victims/representatives.
- Documents and maintains victim files and information regarding court proceedings.
- Serves as Victim Compensation Program Coordinator; schedules program meeting dates and informs board members; prepares meeting agendas and case history notes; oversees board meetings in accordance with Arizona Criminal Justice Commission guidelines.
- Compiles Victim Compensation Program applications; interacts with providers to complete applications; prepares demands for payment; mails out disbursements and rejection letters.
- Provides information and responds to inquiries from the public in relation to the Victim Compensation Program.
- Prepares victim grant reports in compliance with reporting requirements; maintains statistical grant information; compiles and coordinates quarterly and yearly reports for the Victim Compensation Grant, Victim Assistant Grant, and Victim Rights Grant.
- Coordinates with attorneys to ensure victims are prepared and available for trial.
- Schedules and coordinates interviews and conference calls with victims, prosecutors and investigators; maintains log of phone calls from victims/representatives.
- Tracks hearings and court dates; escorts victims/representatives to hearings; arranges travel reservations for victims/representatives to attend trials and/or meetings with prosecutors.
- Conducts case research and collects data in relation to victim notification and restitution issues.

WORKING ENVIRONMENT:

Work is performed in an office environment where the physical demands require sitting for extended periods of time; frequent use of computers and standard office equipment; requires working with the public; may work under stress of deadlines; may require travel to other County locations and to transport witness.

EMPLOYMENT STANDARDS:

Associate's Degree in Criminal Justice Administration or a related field; five (5) years criminal justice/victims rights experience; or equivalent combination of education, training and experience.

A valid Arizona Driver's License.

This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:

Knowledge of: Criminal justice principles and procedures; court proceeding activities; victim rights practices and standards; victim compensation programs; grants available for victims rights and victim compensation; grant reporting compliance requirements; methods for conducting case research and data collection.

Ability to: Communicate effectively with individuals who have been victimized; provide support and assistance to victims and their representatives; liaise with relevant parties in relation to victim cases and restitution; coordinate and provide information regarding victim compensation programs; prepare grant related reports in compliance with reporting requirements; maintain accurate records, files and documentation; coordinate hearings and court dates.

Skills in: Serving as a victim/witness advocate and coordinating victim compensation programs.

ARF-1115

Consent Agenda Item 3- D

Regular BOS Meeting

Meeting Date: 03/06/2012

Submitted For: Steve Stratton,
Public Works Division
Director

Submitted By: Shannon Boyer, Executive
Administrative Asst., Public Works
Division

Department: Public Works Division

Presenter's Name:

Information

Request/Subject

Phoenix Metro Bicycle Club Gila County Courthouse Parking Lot Use Request, March 10, 2012.

Background Information

In past years, Gila County has allowed the Courthouse parking area to be used for a rest stop for bicycle riders. Prior to the use of the parking lot, the Bicycle Club has always met all Gila County requirements by filling out and submitting the required paperwork. To date, no incidents or issues have occurred on County property. The Bicycle Club also orders a Port-a-John from local vendors to be used for the rest stop.

Evaluation

This is a public event with local participation and by allowing the Courthouse parking lot to be used for a rest stop, it shows goodwill and support of this community event. The Bicycle Club has met Gila County's requirements with regard to filling out and submitting the required paperwork for this upcoming event.

Conclusion

Copies of the Request of Use Letter, Building Use Application Form, Waiver of Liability for Use of Facilities, and Certificate of Insurance have been submitted and are attached to this agenda item.

Recommendation

Public Works recommends that the Board give permission for the Phoenix Metro Bicycle Club to use the Courthouse parking area as a rest stop on March 10, 2012.

Suggested Motion

Approval of a request by the Phoenix Metro Bicycle Club to use the Courthouse parking area as a rest stop for a bike ride on March 10, 2012.

Attachments

Request of Use Letter 2012

Building Use Application Form Signed 2-10-12

Waiver of Liability for Use of Facilities Signed 2-10-12

Certificate of Insurance 2-6-12

To Whom it may Concer;

The Phoenix metro Bicycle club is AGAIN
Hosting with the Town of Superior and the
Apache Festival a bicycle ride (The mining
Country challenge) that will pass through
your AREA on Saturday March 10. The
Phoenix Metro Bicycle club is seeking
Permission to use the parking lot of the
County Court House as a rest stop
for the cyclist doing the ride.

This is A ride not A RACE.

Thanks

Charlie Davis
8668 E. Starlight Way
Scottsdale AZ. 85250
Charlie Davis e.cox.net
480-998-9465

**GILA COUNTY
BUILDING USE APPLICATION FORM**

Please complete all items listed below and submit to the Gila County Administration Department at 1400 E. Ash, Globe, Arizona 85501. A copy will be submitted to Gila County Facilities Management once the application is approved. **Facilities Management MUST be notified 24 hours in advance to unlock doors automatically.** Lines 1 through 9 with signature must be filled out before application is considered complete.

1. **Name of Organization: Phoenix Metro Bicycle Club
**Address: P.O. Box 26788 City, Zip Tempe, 85285
**Phone Number: 480-998-9465
2. **Name of Responsible Person: Charles W. Davis
3. **Building Requested: County Courthouse
4. **Room or Area requested: Parking lot
5. **Date(s) wanted to use the above room or area: March 10, 2012
6. **Do You Need Doors Unlocked? Which Doors (give door #) _____
7. **Beginning Time: 0800 Ending Time: 1200
8. **Number of People Attending: 120
9. **Type of Function (commercial, political, fundraiser, etc.): Bicycle Ride
10. Table and Chairs Needed in Addition to what is provided: _____

11. Fees:

Rent:	\$ _____
Equipment:	\$ _____
Cleaning Deposit:	\$ _____
Other:	\$ _____
TOTAL:	\$ _____

Cleaning Deposit to be refunded to: _____

12. Proof of Insurance – Certificate of Liability Insurance Yes No

Additional Information: _____

Applicant Certifies that the above information is correct.

2/10/12
Date

Charles W. Davis
Signature of Applicant

Permit, if required, will be issued pending approval. _____

PRODUCER

American Specialty Insurance & Risk Services, Inc.
 142 North Main Street
 Roanoke, Indiana 46783

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURED

League of American Wheelmen dba League of American Bicyclists
 612 K Street NW, Suite 510
 Washington, DC 20006

INSURERS AFFORDING COVERAGE

INS. A: AXIS Insurance Company
 INS. B:
 INS. C:

HOENIX METRO BICYCLE CLUB
 PO BOX 26788
 TEMPE, AZ 85285

CERT NUMBER: 1001016560

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL03102049-12	02/01/2012 12:01 a.m.	02/01/2013 12:01 a.m.	General Aggregate - Per Club	3,000,000
					Products-Completed Operations Aggregate	3,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Exclude

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form AXIS 1003-Additional Insured-Certificateholders, but only with respect to MINING COUNTRY CHALLENGE on March 10, 2012.

CERTIFICATE HOLDER

SILA COUNTY ATTN: JOHN NELSON COUNTY MANAGER
 400 E. ASH STREET
 GLOBE, AZ 85501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

ARF-1116

Consent Agenda Item 3- E

Regular BOS Meeting

Meeting Date: 03/06/2012

Submitted For: Steve Stratton,
Public Works Division
Director

Submitted By: Shannon Boyer, Executive
Administrative Asst., Public Works
Division

Department: Public Works Division

Presenter's Name:

Information

Request/Subject

Greater Arizona Bicycling Association, Inc. (GABA, Inc.) Gila County Courthouse Parking Lot Use Request, May 5 & 6, 2012.

Background Information

In the past, Gila County has allowed the Courthouse parking area to be used for a rest stop for bicycle riders. Prior to the use of the Courthouse parking lot, GABA has met all Gila County requirements by filling out and submitting the required paperwork. To date, no issues or incidents have occurred. GABA also orders a Port-a-John from local vendors to be used for the rest stop.

Evaluation

This is a public event with local participation and by allowing the Courthouse parking lot to be used for a rest stop, it shows goodwill and support of this community event.

Conclusion

Copies of the Request of Use Letter, Building Use Application Form, Waiver of Liability for Use of Facilities, and Certificate of Insurance have been submitted and are attached to this agenda item.

Recommendation

Public Works recommends that the Board give permission for GABA, Inc. to use the Courthouse parking area as a rest stop on May 5 & 6, 2012.

Suggested Motion

Approval of a request by GABA, Inc. to use the Courthouse parking area as a rest stop for a bike race on May 5 & 6, 2012.

Attachments

Request of Use Letter 2012

Building Use Application Form Signed 2-9-12

Waiver of Liability for Use of Facilities Signed 2-9-12

Certificate of Insurance 2-11-12



WWW.BIKEGABA.ORG

GABA, Inc
P.O. Box 43273
Tucson, AZ 85733

23 January 2012

Gila County Board of Supervisors
1400 E. Ash St.
Globe AZ 85501

Dear Sirs/Madams:

The Tucson chapter of the Greater Arizona Bicycle Association (GABA, Inc) has traditionally provided cyclists with a supported ride through the Salt River Canyon. The route begins in Globe and travels through Salt River Canyon to Show Low. Riders spend the night in Show Low and return to Globe on the following day. In 2012, the ride is scheduled for May 5-6.

In past years, bicyclists have parked their vehicles at the Gila County Courthouse. The vehicles will be there from early Saturday morning (May 5) until late Sunday afternoon (May 6). We are requesting permission to have cyclists park at the Courthouse again this year.

If there is any additional information you need, or if you have any questions, please do not hesitate to contact me at (520) 271-6678 or email supportedrides@bikegaba.org

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Pam Cullop".

Pam Cullop
GABA Supported Rides Co Coordinator

**GILA COUNTY
BUILDING USE APPLICATION FORM**

Please complete all items listed below and submit to the Gila County Administration Department at 1400 E. Ash, Globe, Arizona 85501. A copy will be submitted to Gila County Facilities Management once the application is approved. **Facilities Management MUST be notified 24 hours in advance to unlock doors automatically.** Lines 1 through 9 with signature must be filled out before application is considered complete.

1. **Name of Organization: Greater Arizona Bicycling Assoc, Inc (GABA, Inc)
**Address: PO Box 43273 City, Zip Tucson, 85733
**Phone Number: 520-271-6678 (Pam's cell)
2. **Name of Responsible Person: Pam Cullup
3. **Building Requested: None
4. **Room or Area requested: Courthouse Parking Lot
5. **Date(s) wanted to use the above room or area: May 5+6, 2012
6. **Do You Need Doors Unlocked? _____ Which Doors (give door #) _____
7. **Beginning Time: 6AM Sat Ending Time: 6pm - Sun
8. **Number of People Attending: 20-30
9. **Type of Function (commercial, political, fundraiser, etc.): non-profit bike ride to Showlow + return
10. Table and Chairs Needed in Addition to what is provided: _____

11. Fees:

Rent:	\$ _____
Equipment:	\$ _____
Cleaning Deposit:	\$ _____
Other:	\$ _____
TOTAL:	\$ _____

Cleaning Deposit to be refunded to: _____

12. Proof of Insurance – Certificate of Liability Insurance Yes No

Additional Information: _____

Applicant Certifies that the above information is correct.

2/9/12
Date

Pamela Cullup
Signature of Applicant

Permit, if required, will be issued pending approval. _____

GILA COUNTY

USE OF FACILITIES

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of permission to use the facilities, staff, equipment, and services of Gila County. I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Gila County and any and all of its trustees, directors, officers, employees, and agents **from any and all claims including the negligence of** the Greater Arizona Bicycle Association (GABA, Inc.), resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment at the Gila County Courthouse Complex parking area on May 5, 2012 and May 6 2012..

Assumption of Risk: This use of Gila County's property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses (including death), and damage to property.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Gila County at the Gila County Courthouse Complex parking area. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I further agree to **indemnify and hold** Gila County **harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my use of Gila County's Courthouse Complex parking area, and to reimburse them for any such expenses incurred.

Severability and Choice of Law: The undersigned further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Arizona law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release shall be governed for all purposes by Arizona law, without regard to such law on choice of law.

Acknowledgment and Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing this agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability.**

Pamela J. Cullop
Signature of User

2/9/12
Date

Pamela J. Cullop
Print Name

PRODUCER

American Specialty Insurance & Risk Services, Inc.
142 North Main Street
Roanoke, Indiana 46783

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INSURED

League of American Wheelmen dba League of American Bicyclists
1612 K Street NW, Suite 510
Washington, DC 20006

INSURERS AFFORDING COVERAGE

INS. A: **AXIS Insurance Company**
INS. B:
INS. C:

GREATER ARIZONA BICYCLE ASSN GABA, INC
PO BOX 43273
TUCSON, AZ 85733

CERT NUMBER: 1001017656

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	POLICY TYPE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
A	GL	AXGL03102049-12	02/01/2012 12:01 a.m.	02/01/2013 12:01 a.m.	General Aggregate - Per Club	3,000,000
					Products-Completed Operations Aggregate	3,000,000
					Personal and Advertising Injury	1,000,000
					Each Occurrence	1,000,000
					Damage to Premises Rented to You (Any One Premises)	1,000,000
					Medical Expense Limit (Any One Person)	Excluded

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

- The Certificateholder is only an additional insured with respect to liability caused by the negligence of the Named Insured as per Form AXIS 1003-Additional Insured-Certificateholders, but only with respect to SALT RIVER CANYON from May 05, 2012 through May 06, 2012.

CERTIFICATE HOLDER

GILA COUNTY ADMINISTRATION DEPT
1400 E ASH
GLOBE, AZ 85501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony L. Witt

ARF-1106

3- F

Regular BOS Meeting

Meeting Date: 03/06/2012

Reporting Period: Clerk of Superior Court Report for Month of January 2012

Submitted For: Vicki Aguilar

Submitted By: Vicki Aguilar,
Chief Deputy
Clerk of the
Superior
Court, Clerk of
the Superior
Court

Information

Subject

Clerk of Superior Court's Report for the Month of January 2012

Suggested Motion

Approval of the January 2012 monthly departmental activity report submitted by the Clerk of the Superior Court

Attachments

Clerk's January 2012 Monthly Report



**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

**CLERK'S REPORT
FOR
JANUARY 2012**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

A handwritten signature in cursive script, reading "Anita Escobedo", written in black ink. The signature is positioned above a horizontal line.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona



Summary Allocation by Agency Report

Report generated on : 2/10/2012 3:02:55 PM

Criteria : From Date : 1/1/2012 To Date : 1/31/2012

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	Set
Agency Name :									
		5555	HOLD ACCOUNT	3164.71		-1726.71		1438.00	
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	3250.00		-500.00	-1000.00	1750.00	
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	15.00				15.00	
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	2537.02		0.00		2537.02	
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZVAPB	30% INTERSTATE COMPACT	45.20				45.20	
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	200.00		50.00		250.00	
		ZADR	ALTER. DISPUTE RESOLUTION FUND	58.02		0.00		58.02	
		ZATT	ATTORNEY FEE REIMBURSEMENT	775.00				775.00	
		ZALTF	AZ LENGTHY TRIAL FUND	484.84		0.00		484.84	
		ZFEE	BASE FEES (GENERAL FUND)	5273.22		0.00		5273.22	
		ZFINE	BASE FINES	4031.76		52.72		4084.48	

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	ZFORF	BOND FORFEITURES				1000.00	1000.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	707.11				707.11
		ZCEF	CLEAN ELECTIONS FUND	445.04		0.27		445.31
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	42.04		0.00		42.04
		ZJDET	COUNTY JUV DETENTION	22.03				22.03
		ZCLLF	COUNTY LAW LIBRARY FUND	2536.87		0.00		2536.87
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	2127.96		1.28		2129.24
		ZDNAS	DNA STATE SURCHARGE	301.16		0.19		301.35
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	1134.45		0.00		1134.45
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	319.72		0.00		319.72
		ZDREF	DOMESTIC RELATIONS EDUCATION	196.62				196.62
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	1470.84		0.00		1470.84
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	932.56				932.56
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	216.56		0.00		216.56
		ZDCRT	DRUG COURT FEE FUND	637.00				637.00
		ZDUIA	DUI ABATEMENT FUND	75.00				75.00

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	ZCSVF	EXPEDITED CHILD SUPPORT AND	648.83				648.83
		ZWITN	EXPERT WITNESS FUND	600.00				600.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	2969.38				2969.38
		ZEXJU	EXTRA JUV PROBATION ASMNT	270.32		75.00		345.32
		ZEXT	EXTRADITION REIMBURSEMENT	76.76				76.76
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	310.51		0.19		310.70
		ZCC	GEN JURIS CONCILIATION COURT	1552.22				1552.22
		ZGCAT	GILA COUNTY ATTORNEY - 60%	4717.23		195.00		4912.23
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	786.21		32.50		818.71
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	2358.61		97.50		2456.11
		ZJF	JAIL (INCARCERATION) FEES	5.16				5.16
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	1245.54		0.00		1245.54
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	2830.54		0.00		2830.54
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	59.49		21.00		80.49

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount
ZCNTY	GILA COUNTY TREASURER	ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	110.49		39.00		149.49
		ZJDO	JUVENILE DIVERSN FUND OVER \$40			150.00		150.00
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40			600.00		600.00
		ZJS	JUVENILE PROBATION SERV FEES	925.67		120.00		1045.67
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	587.19		0.35		587.54
		ZMISC	MISCELLANEOUS FEES	49.91				49.91
		ZPP	PASSPORT APPLICATION FEES	1200.00				1200.00
		ZPCOF	PRISON CONSTRUCTION AND	1790.01				1790.01
		ZPRS6	PROB SURCH 2006	23.94				23.94
		ZPBA	PROBATION FEE ADULT	11129.97		415.00		11544.97
		ZPRSU	PROBATION SURCHARGE (\$5.00)	10.20				10.20
		ZPUBZ	PUBLIC DEFENDER FEES	250.00				250.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	536.75				536.75
		ZSMEN	SPOUSAL MAINTENANCE FUND	112.65				112.65
		ZSTAT	STATE TREASURER - GENERAL FUND	905.00				905.00

Anita Escobedo, Clerk of the Court

Gila County Superior Court

1400 E. Ash St.

Globe, AZ 85501

<http://www.supreme.state.az.us/gilasc/clerk/clerk.html>



Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	Set
ZCNTY	GILA COUNTY TREASURER	ZVAF	VICTIMS ASSISTANCE FUND	105.46				105.46	
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	75.00		115.00		190.00	
		ZGFDU	XTRA DUI ASSMT	60.00				60.00	
		ZPRS9	ZPRS9	40.00		60.00		100.00	
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	24.00				24.00	
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	10904.05		201.71		11105.76	
Total:				78270.82		0.00	0.00	78270.82	
								LESS SHADED AREAS:	-16,931.78
								ADJUSTMENT:	+ 62.00
								\$61,401.04	

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of JANUARY, 2012.



ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 10th day of FEBRUARY, 2012.



Deputy

ARF-1113

3- G

Regular BOS Meeting

Meeting Date: 03/06/2012

Reporting Period: August 23, 2011, September 13, 2011, November 8, 2011, & February 21, 2012, BOS Meeting Minutes

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

Information

Subject

August 23, 2011, September 13, 2011, November 8, 2011, & February 21, 2012, BOS Meeting Minutes

Suggested Motion

Approval of the August 23, 2011, September 13, 2011, November 8, 2011, and February 21, 2012, BOS meeting minutes.

Attachments

[08-23-11 BOS Meeting Minutes](#)

[09-13-11 BOS Meeting Minutes](#)

[11-08-11 BOS Meeting Minutes](#)

[02-21-12 BOS Meeting Minutes](#)

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

Date: August 23, 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

PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via phone conferencing); Shirley L. Dawson, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

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. Sadie Dalton led the Pledge of Allegiance.

Item 2 - Presentation/Discussion regarding redistricting of Gila County supervisorial and college districts and alternative redistricting maps. The Board may also discuss alternative Arizona state redistricting plans.

Linda Eastlick, Elections Director, stated that this work session would be to review the mapping alternatives provided by the Redistricting Advisory Committee (RAC), which was appointed by the Board earlier this year. She advised that also present were Gila County's consultants Tony Sissons, President/Owner of Research Advisory Services, Inc., Phoenix, Arizona, and Bruce Adelson, Attorney at Law/CEO of Federal Contract Compliance in Potomac, Maryland, who have briefed everyone on all issues with which to be concerned as the redistricting plan is finalized. Ms. Eastlick stated that the discussion would begin with the statistics, outcome of the mapping proposals, the Voting Rights Act followed by more detailed information about the maps. Handouts of all the available information were provided to the Board. Mr. Sissons reviewed with the Board the progress made by the RAC up to the current time and noted that on August 15, 2011, the RAC presented 6 maps to the Board for its review, 3 for the supervisorial district and 3 for the community college district submitted by either members of the RAC using an online mapping system or by the public. This work session would be to review

in more detail all of the maps so the Board can eventually make a decision on which of the 6 maps will go forward to the public for public comment. Mr. Sissons then reviewed the supervisorial district plan statistics noting that all 6 plans are within the total population, one person-one vote tolerance. Mr. Sissons stated that the main concern is the ratio balance within each of the districts and he and Mr. Adelson have made some determinations as to the extent of racially polarized voting in various districts. Where they found generally that minority voters have been successful in exercising their electoral responsibilities and have been able to elect candidates of their choice, they have to make sure that the changes made to those districts do not lessen their ability to continue to do so. Mr. Sissons reviewed all of the statistics on a chart entitled "Gila County Supervisorial District Plans," which showed the current supervisorial district ratio proportions that exist in the districts today (noted under the "Current" column) versus the 3 supervisorial maps submitted and noted as "TAT01" (Tonto Apache Tribe map), "KLFSP016" (Kristine Feezor map) and "TJM01" (Tom Moody map). He stated that the current ratio proportions existing today will be the benchmark proportions that the Department of Justice (DOJ) will be looking at when it evaluates the degree of change proposed under the maps that the County adopts. The statistics provided for the Gila County Supervisorial Districts 1, 2 and 3 were for the following areas: Total Plan Population Deviation; Percent Voting-Age Total Minority Residents; Percent Voting-Age Hispanic; and Percent Voting-Age Non-Hispanic Native American. He noted that the shaded items indicate a situation where there appears to be retrogression or a diminishing in the minority proportion so those items were flagged as potential problems. Don McDaniel, County Manager, clarified that the figures under the "Current" column were based on the 2010 census population, not 2000. The next section reviewed from the chart of statistics was entitled "Gila County Community College District Plans" and provided the same information for the 3 community college district maps submitted and noted as "AZBanditCC02" (submitted by e-mail name only), "KLF06B" (Kristine Feezor map) and "TJM06" (Tom Moody map). Supervisor Dawson inquired about what the DOJ would consider as a significant drop. Mr. Sissons replied that it would first depend on the beginning current value and anything below a 20% change would probably not be of concern; however, any changes in the 30%-50% bracket would definitely be a level of concern because at that level minorities are able to certainly affect the outcome of elections to the extent that they can coalesce with other groups to be successful. Then changing a plan to basically drop about 7 percentage points would take it out of the category of being a minority/majority district. Mr. Adelson, who used to work for the DOJ, explained in more detail the problem with the drop in District 3, which currently consists of 2 large minority populations—Native American and Latino—that are determined coalition districts that could support many of the same candidates of choice under the Voting Rights Act. If minorities are able to do that, that ability cannot be weakened, reduced, diminished or altered in any way that changes that ability and a 7% drop would create an immediate red flag with the DOJ. Mr. Adelson

explained the County's burden under federal law. He stated that under Section 5 of the Voting Rights Act, no voting change including a redistricting plan can be implemented or used without preclearance or approval by the DOJ. Since the County is the jurisdiction that has the burden of submitting the redistricting plan, it has the burden of proving that its plan is non-discriminatory and does not retrogress the rights of minority voters. In the preclearance process the DOJ has 60 days to review a plan and make its determinations and analyses. If the County does not meet that burden, the DOJ will not approve of the plan meaning that the plan has no value under federal law and cannot be implemented. The DOJ will then send a request for additional information, in which the County has 60 days to respond and if it doesn't meet that deadline, the DOJ will reject the plan. The DOJ also has the option to initially give an objection, which means the DOJ has found that the plan violates federal law and cannot be used and another plan will have to be drafted by the County. Mr. Adelson discussed the meaning of retrogression, or reduction. He used the example of Supervisorial District 3 stating that in that district there is no one minority group that has an absolute numeric majority, but is instead a coalition with 2 groups, Latinos and Native Americans, forming a narrow majority, who can elect candidates of choice by coalescing to support many of the same candidates. Once that ability has been established, it cannot be weakened or diminished. A reduction in the proposal by 7 percentage points would be a problematic retrogression under federal law because it would reduce the ability of minorities in that district to elect whomever they want and is prohibited by Section 5. He reiterated that the figures listed under "Current" are the benchmark figures from the last plan precleared by the DOJ and these new mapping figures shown are a comparison to the benchmark figures, which are the numbers that the DOJ will also use. Ms. Eastlick noted that on the community college district statistics in District 5, the percent of total minority residents was increased rather than decreased. Mr. Adelson explained that when the percentage is increased, the technical redistricting language is known as packing, which specifically means that if a district already has a substantial minority population and even more minority voters are added to that district, more than are needed for the minority voters to maintain that ability to elect, it is known as packing minority voters into one district and depriving minority voters in another district the potential to have the ability to elect. Packing a district can create liability issues for the County under Section 2 of the Voting Rights Act, which is a provision that prohibits the dilution of minority voting strength. Vice-Chairman Martin stated that Ivan Smith, Chairman of the Tonto Apache Tribe, called her this morning and advised that the Tribe had another meeting scheduled so they would be unable to attend today's meeting, but would be available later to answer any questions regarding the map they submitted. Vice-Chairman Martin also stated that she was contacted by a gentleman from Hayden/Winkelman who wants to be formally involved in this process and she is getting the indication that Hayden/Winkelman is in favor of the Tonto Apache Tribe Plan and wondered what the DOJ would think of a plan that is submitted by one minority and is supported by another minority. Mr.

Adelson stated that the DOJ would question why the citizens of Hayden/Winkelman are supporting it and what analysis does the County have to show that minorities in that district can continue to elect whomever they want? Just because people support something anecdotally will not be enough for the DOJ to preclear it. However, that does not satisfy the County's burden under federal law approving that something is retrogressive or not. The DOJ will take that into consideration and do its own investigation and speak to people in those communities, but the County would still have to prove that at 43% the minority voters in that district will not have their ability to elect the candidates reduced, diminished or weakened. Vice-Chairman Martin stated that she advised the gentleman from Hayden, who wanted to be included in the redistricting conversation, that the maps would be available for public input in a couple of weeks. Mr. Adelson stated that it would certainly be incumbent upon members of the public to provide their various opinions; however, it is still the County's federal legal non-delegable, non-assignable obligation to provide the DOJ with analyses or support to show that its plan does not violate Section 5. Vice-Chairman Martin stated that the gentleman inquired if the County had absolute proof that the 10 minorities voted together because it was his opinion that the County did not necessarily have that proof. Mr. Adelson replied that coalition voting will not occur for every single election, but if it occurs for 1 or 2 elections or for 1 or 2 candidates where the minority voters in that coalition are successful in electing who they want, then that ability to elect has been established and if that is reduced it becomes retrogressive. Vice-Chairman Martin stated that another inquiry from the gentleman was if the County had proof that they were a coalition vote. Vice-Chairman Martin stated that in reviewing the information, she noted that the language for coalition voting was stronger under a U.S. Supreme Court Judge Sandra Day O'Connor opinion, which was overturned in the ratification of the new Voting Rights Act. Mr. Adelson stated that the case Vice-Chairman Martin was referring to was the Georgia versus Ashcroft Supreme Court decision, which the Congress reversed in 2006. However, in Bartlett versus Strickland, which was the subsequent Supreme Court decision, the Supreme Court did not go into a lot of detail about the Section 2 requirements for coalition districts. He stated that coalition voting is basically where there is a situation where there is no numerical majority of a minority group and there are one or more racial language minorities coalescing to some extent to support some of the same candidates. He explained that this is occurring in Supervisorial District 3 and although it does not occur in every election, it does occur in some. So once minorities have demonstrated an ability to elect, which they have in District 3, Congress has determined that cannot be weakened or reduced.

Upon inquiry by Vice-Chairman Martin if the consultants had made any changes to the map submitted by the Tonto Apache Tribe (Tonto), Mr. Adelson replied that no adjustments had been made to that map; however, some very minor adjustments had been made to the other 2 maps submitted. Ms. Eastlick stated that any adjustments made to the Tonto map would be done

upon instruction by the Board and could possibly be adjusted to meet the DOJ guidelines while still maintaining the initial intention of the proposer. No action was taken by the Board. She stated that the Kristine Feezor map (KLF) was actually a very good compromise of the Tonto map because it did not create the same issues that the Tonto map created. Also the small percentage of decrease in the Tom Moody map could easily be fixed. The Tonto map will require more movement because of that fairly large number of people creating that 7% change. Vice-Chairman Martin again requested that she be provided with an analysis of whether or not there was coalition voting among the minorities as requested by the gentleman from Hayden. Supervisor Dawson inquired if Ms. Eastlick had reviewed the Tonto and Feezor maps with the Tonto Apache Tribe to see if the Feezor map met with what the Tribe was trying to achieve. Ms. Eastlick advised that she had not met with them; however, they had been provided all 6 maps and the statistics and comments on their own map as to the reduction that occurred. She advised that meetings will be held with each of the tribal councils following the Board's adoption of the maps that will go forward for public comment. Ms. Eastlick requested that the Board direct staff as to what it would like done on the maps such as further analysis, if there are other ideas for implementation or answer any further questions so that the Board can actually adopt those maps at its next meeting on September 6, 2011, that will go out for public comment. Mr. Adelson added that it is very important to keep the schedule on track so that the preclearance submission can be made to the DOJ as timely as possible and so that it doesn't interfere with the County's election calendar next year. Chairman Pastor stated that he agreed with Vice-Chairman Martin that the consultants review the Tonto map and make those adjustments that are necessary since minor adjustments were made on the other 2 maps or to make further adjustments to all the maps if necessary. Mr. Sissons added one more comment about the Tonto map and the reasons that no adjustments were made to it. He stated that the resolution received from the Tonto Apache Tribe was very clear that their theory behind the plan was that since they had created a situation where there was sort of no retrogression for the Native Americans in district 3 and no regression for Latinos in District 2, they saw that as being philosophically a non-retrogressive plan. So in discussions with the RAC, they thought it may be unfair for the RAC to direct the consultants to make changes to that map that would move it away from the philosophy that the Tribe wanted basically to test. Vice-Chairman Martin stated that to have the consultants make those changes didn't necessarily mean that the Board would adopt them. Vice-Chairman Martin stated that she would like those changes to be made as quickly as possible so they could be taken back through the Tonto Apache Tribe's process and see if they could agree or would like the changes made by the consultants. Chairman Pastor stated that he felt if the maps were going to be released to one group, they should be released to all of the citizens of the County at the same time so everyone would have the same opportunity to review them. Vice-Chairman Martin stated by releasing all maps, there could end up being 4 proposed maps and the 1 map for the Tonto Apache was purely for them to

review the changes made to their own map. Chairman Pastor inquired of Mr. Sissons if the changes to the Tonto Map could be made within the next 2 weeks before the next Board meeting. Mr. Sissons replied that he could make those adjustments, but he also reminded the Board that the adjustments would not be minor with that 7% gap, which would be a lot of people to move around. He noted that the changes made in the other 2 maps were very minor. Chairman Pastor directed Mr. Sissons to make the necessary changes to the map for the Tribe's review or any other changes to all maps and to present all maps for review by the Board at its September 6th meeting. Mr. Sissons then advised the Board that the printed maps passed out were very small and did not show much detail so he had the computer set up to review with the Board all the maps that could be zoomed in for a close detail review of all the neighborhoods where redistricting changes were being made. Before Mr. Sissons began his detailed review, Chairman Pastor opened the meeting to the public for any comments. Jerry Ellison, a Globe radio reporter, questioned to Mr. Adelson, "You start off with assumptions that there's a coalition between the Tonto Apaches and the Latinos in the community, but the request from the Tonto Apaches doesn't that pretty much put the kibosh on that idea?" Mr. Adelson stated that he was not suggesting that there was a coalition between the Tonto Apaches and all of the Latinos in the district. He stated, "The Voting Rights analysis goes to the level of every voting precinct in a district to determine that voting behavior of people in those precincts. There are precincts in District 3 that are heavily Native American and if not plurality then majority Latino. He advised that analyses could be done to determine what candidates those precincts supported and whether or not those candidates were successful. Under federal law, Gila County is required to provide the DOJ with statistical information and other proof that whatever it is you are proposing is nondiscriminatory. If you cannot prove that you are complying with federal law, then you will not have a redistricting plan whether it's whatever plan we're talking about now or whatever plan there is in the future. So this coalition analysis as well as all of the other voting analyses that we've done and that the DOJ will do, goes down to the very core of the County, the voting precincts, to see the behavior of voters in each precinct and in each district. In District 3, we did that analysis to determine whether or not on some, all, a few, a little bit of elections, Latinos and Native Americans joined together to support some of the same candidates who were successful. As I said earlier, it doesn't have to be all the candidates; it doesn't have to be 5 elections or 3 elections. Once that pattern has been established, once that ability has been established, if you reduce that it is illegal under federal law." Mr. Ellison then inquired if the DOJ will solely look at candidate issues or will they look at specific issues that might affect it? Mr. Adelson replied that the DOJ under Section 5 looks at one issue and that is whether minorities in a given district can elect whom they want and is the redistricting plan reducing, weakening or diminishing that ability. If the latter is true, the County would have to explain the reason, and if the explanation does not satisfy the DOJ, they will not approve the County's plan. Mr. Ellison inquired if a political issue itself has ever been used. Mr.

Adelson replied that the DOJ does not look at politics, partisan issues or propositions. Vice-Chairman Martin thanked the consultants for their perspective to ensure the maps are approved by the DOJ and state that it has helped her understand more about the state's redistricting process as well. Mr. Adelson thanked Vice-Chairman Martin for her comments and requested that any written comments she receives from the public be passed on for review and to be made a part of the record that Gila County is compiling to submit to the DOJ. Attorney Steve Titla, a resident of Globe and speaking on behalf of the San Carlos Apache Tribe, inquired if there was a deadline to submit a map from the Tribe as he understood they were already "behind the ball as far as submitting maps." He stated that Ms. Eastlick and staff made a presentation to the Tribe last week, which started them thinking about submitting a map. He also wanted to make a comment about the minority/majority in District 3 and noted that there is not only the Tonto Apache Tribe, but also the San Carlos Apache Tribe and the White Mountain Apache Tribe and if there was a coalition with the Hispanic groups, then they would have an opportunity to get together. He believes that the Hispanics and Apache Tribes are beginning to recognize the strength and value in coalitions, which would be an advantage to both and they need to work together even though their historical relationship has not been the best in the past. Ms. Eastlick advised that the current timeline is that on September 6, 2011, the Board will be selecting the maps that will be going out to the public for further public comments. Ms. Eastlick stated that although the RAC has completed its work, she was sure the Board would be interested if the San Carlos Tribal Council wanted to submit ideas or thoughts; however, "We're getting late in the game to start with a new map. It would put the Board into the position of having to make a decision as to whether that map would be considered as one of those that would go out for public comment. We would really need something very, very shortly in order for there to be time for the consultants to analyze it and in order for there to be time for the Board to even consider it appropriately along with the other maps that have already been considered." Ms. Eastlick noted that she had previously mentioned to Mr. Titla that any maps wanting to be submitted by the San Carlos Apache Tribe should have been done so by last Friday so it could be discussed by the Board at today's meeting. Any timelines beyond that would put everything in a bind with the Board having to make the necessary decisions within its deadlines. Supervisor Dawson stated to Mr. Titla, "The Board has before it 3 really good maps and I would think that the San Carlos Apache Tribal Council could look at these 3 maps and issue support of 1 of those maps expressing why they agree with it. Last Monday when we met, I was under the impression that the Native American tribes throughout the state of Arizona are justifiably concerned about the congressional district maps and those are the ones that I believe we get into some real questions of is there gerrymandering going on. Is there a definite effort to negate the Native American vote or weaken it? So those are the maps that I'm more concerned about as far as the Native Americans being given strength to maintain their voting rights. I think that each one of these County

maps has a strengthening point for Native Americans and so I would think that the Tribal Council could sit down with what we have and show support for a particular one. Maybe there's some minor variation that you, too, would make a suggestion to, but because time-wise as far as County maps go, we need that this week at the very latest." Vice-Chairman Martin agreed with Supervisor Dawson's comments about the legislative and congressional district maps and noted that there is still time to provide maps to the state in that conversation. Mr. Titla thanked Supervisor Dawson for her comments and would relay same to the Tribe. He stated that they would also want to meet with the Tonto Apache Tribe so as to not offend them with any comments because of the many family ties between both tribes. Chairman Pastor thanked Mr. Titla for his comments and stated that if the San Carlos Apache Tribe was going to submit a map, it must be submitted by this Friday and if they wanted to review the other 3 proposed maps and make comments that might be a better resolution to the problem. The Board then moved on to a detailed review by Mr. Sissons of all 6 maps that were submitted for both the supervisorial districts and the Gila County Community College District (GCCCD) reflecting the redistricting changes made. Mr. Sissons began with the Tonto Apache Tribe supervisorial map, which had 2 technical adjustments made because part of reservation in the Christmas precinct was left out and since there is no population in that area, it was simply added so the tribal area would be complete. Also a portion of the Tonto Apache Tribal area was left in District 2 because it could not be seen without zooming in so that was moved back into District 3. Mr. Sissons then reviewed the other 2 supervisorial maps in detail answering questions of the Board about where various splits were made in the precincts. Ms. Eastlick and Sadie Dalton, Recorder, also discussed with the Board about the need to remain on a strict timeline to ensure time for the Recorder's Office to make all the necessary precinct changes for voting purposes for not only the supervisorial and community college districts, but also the Arizona state congressional and legislative districts. Ms. Dalton estimated it would take her office at least 2 months to make those changes. Mr. Sissons moved on to review in detail the 3 maps submitted for the community college district and noted where some of the redistricting changes were made. Mr. Adelson stated that there were fewer Section 5 issues to deal with compared to the supervisorial maps. The biggest issue with the community college district was in District 5 with the packing issue and noted that was one issue the Board may want to discuss as to whether it would want to make more significant changes and move a larger minority voting block or minority voting population to other districts because now would be the opportune time. Vice-Chairman Martin stated that also in conversations with the gentleman from Hayden, he also recommended either map 1 or 2 for the community college district map because it added the Hayden-Winkelman area to the Globe-Miami area as communities of interest. After completion of the review, Chairman Pastor thanked the consultants for their presentation and stated that although the Board would not be taking any action today, he felt that the consultants had been provided direction on what still needed to be done as far as making

mapping adjustments to get everything in line with the DOJ before the Board takes action at its next regular meeting.

Mr. McDaniel requested that the Board hold a brief discussion on the proposed Arizona state legislative and congressional redistricting maps because he was going to be attending a meeting with Eastern Arizona Counties Association regarding same. Ms. Eastlick reviewed with the Board the 2 state legislative district maps circulating throughout Arizona along with some detailed information that was pertinent to the local area, which were received from Shirley Dye; however, it was unknown if these maps had been submitted to the Arizona's IRC (Independent Redistricting Commission). The next set of maps reviewed and being circulated around the state were state congressional district maps with justification notes that came from a man known only as "Don." The third map on congressional districts came from the Pinal County Government Alliance and it included statistics with a proposal. The final set of maps came from the IRC and included both legislative and congressional maps; however, it was Ms. Eastlick's understanding that these maps are not proposals, but rather are being referred to as grid maps because according to IRC's website, the Arizona Constitution mandates that redistricting begin with a grid map to ensure that each IRC starts from scratch. Ms. Eastlick noted that these grid maps reflected only 2 of the 6 criteria that the commissioners are required to consider and did not show that anything had been done in regard to the Voting Rights Act, communities of interest, etc. so these maps are probably not close to being what will be proposed. Mr. Adelson stated that he had made a presentation to the IRC yesterday and discussion was held on the many issues that the IRC is facing. These grids maps are the very early stages of what the IRC is working towards under state law. Mr. Adelson stated that he believes the IRC is very interested in hearing proposals, seeing proposed maps, and is encouraging people and organizations around the state to make proposals. He encouraged the Board to contact the IRC today and inquire about an IRC meeting scheduled for Thursday in Casa Grande, which the Chairman has designated as a meeting to entertain and receive submissions from the public. Vice-Chairman Martin stated that she would follow up on the upcoming IRC meeting and would also provide updates on the state's process. Vice-Chairman Martin stated that she thought the Board should have a work session to review the legislative district and congressional district proposed maps. Chairman Pastor suggested that the Board wait to get information from Vice-Chairman Martin regarding the IRC meeting and then it could call a special meeting next week to review these maps, which was agreeable to the Board.

At 12:34 p.m., Chairman Pastor called for an hour lunch recess. At 1:37 p.m., he reconvened the work session.

Item 3 – Review and discuss 4 new proposed County-wide policies.

Joe Heatherly, Finance Director, stated that the County is looking at adopting some new policies and revising some of the current policies, which will be placed on the County's website so they are available to all departments as well as the public. This is being done to address some of the issues that have been raised both in past and current audits to ensure that the County is in compliance with the Internal Revenue Service and to establish consistency in the County's policies and procedures. Another reason for the policies will be to establish some levels of authority, identifying specific areas of responsibilities and accountabilities. Mr. Heatherly advised that he, Mr. McDaniel and John Nelson, Deputy County Manager/Clerk, had met with all department heads, elected officials and the Courts and reviewed the policies; however, with the Courts, they are required to follow state jurisdiction, but will try to follow County policies when possible and if not possible, then the Judge has the authority to follow the state guidelines. Mr. Heatherly then briefly reviewed the 4 policies with the Board, which he explained deal with departmental bank accounts, payroll authorizations and 2 policies regarding procedures for contracts and for purchasing. Vice-Chairman Martin stated that in speaking to management, as these policies are implemented to become more efficient, she is concerned that the County becomes more effective. Vice-Chairman stated, "For me it's as important for us to be effective as it is efficient. One thing I've asked as we go through here are ways to measure that because I think that as humans we tend to decide to do something and when we take that action we assume we are right and never look back. I would like for us to assume that we might be wrong and have some measures in place to make sure we are measuring ourselves." She also noted that there were some editing changes needed and reviewed those with Mr. Heatherly. Vice-Chairman Martin inquired if the Board wished to discuss the Board's handing part of its decision-making authority over to management at a level that has not been done in the past. Supervisor Dawson stated, "I feel we are handing responsibility, not authority. Yes, they are responsible for what we direct." Supervisor Dawson also stated that implementation of these policies should help clean up the audit findings each year that she has been harping about for the 7 years that she's been on the Board. She concluded by stating, "I think the Board of Supervisors holds the ultimate authority and responsibility, but we are delegating some of that and holding the right people responsible for doing the right things." Vice-Chairman Martin began a discussion with the Board by requesting that monthly reports be provided to the Board on those items that are being delegated to management that previously were brought to the Board. Chairman Pastor stated that he, too, had made a note to request updates for the Board. Chairman Pastor noted some specific terminology in the new policy that stated that the County Manager "may" make a decision or "may" have the authority to do something, which infers that he "may" do that, but it also infers that he will also report it to the Board. So he would like the policy to state that the Board will be given a routine report. He also reviewed the policy's Section 8 where it states, "If a departmental bank account has not been properly authorized or is being used for purposes deemed inappropriate by the Finance

Director, the County Manager will be notified and corrective action taken.” He requested the addition of “and the Board will be notified,” to that Section 8 as well. Mr. Heatherly stated that initially the intention was to make reports every 2 weeks to the Board, and there was previously wording in the policy to that effect; however, it must have been mistakenly removed. He stated that there will be reporting on the activities regarding contracts that will include a schedule highlighting every contract, the parties involved, a short scope of the work, the contract amount and duration. Vice-Chairman Martin stated that will be good because it will keep the Board informed of what is factual. Mr. Heatherly stated that the new procedures, although he wasn’t sure how they would be measured, will streamline the processes and make the departments more effective. This will also allow the County Manager to take what the Board has approved in the fiscal budget and approve items cutting out a lot of the lengthy timing process of placing items on the agenda. Vice-Chairman Martin recommended that the Board put the policies in place once they are officially adopted and see how they work. Chairman Pastor stated that he’s had some comments made to him “we’re going back to the old system where the County Manager runs everything;” however, he believes there is a team in place that is reviewing everything for the Board and they are doing what needs to be done the right way. He stated that as the processes move on, in the end it will benefit the County tremendously. 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 2:02 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

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

Date: September 13, 2011

TOMMIE C. MARTIN
Chairman

JOHN F. NELSON
Clerk of the Board

SHIRLEY L. DAWSON
Vice-Chairman

By: Marilyn Brewer
Deputy Clerk

MICHAEL A. PASTOR
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via ITV conferencing); Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

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. Pam Fisher led the Pledge of Allegiance.

Item 2 - Information/Discussion regarding the proposed revisions made to the Gila County Merit System Rules and Policies handbook.

Berthan DeNero, Human Resources Director, reviewed the proposed major changes to the Gila County Merit System Rules and Policies handbook with the Board. She presented a table of contents, which gave a brief description of the changes within each policy, along with an amendments section that emphasized the ever-changing information. The minor changes included corrections in words, minor additions, etc. She noted that a new policy—Victims Leave Policy—was included, which is required by A.R.S. §8-420 and 13-449. Chairman Martin stated that there were several clerical corrections needed and she would review those with Ms. DeNero at a later time. Ms. DeNero stated that these proposals had been reviewed by the Administrative Team; Management Team; Bryan Chambers, Chief Deputy County Attorney; and the Personnel Commission. Ms. DeNero then reviewed the following changes with the Board:

1) On page 13, Policy 4.5, Reporting a Complaint, the statement, “Each Elected Official, Department Head and Supervisor may be held personally and financially liable...” was initially written as “will be held” and was changed to “may be held...”

2) On page 14, Policy 4.6, the definition of sexual advances was expanded and broadened.

Supervisor Pastor referencing back to Policy 4.5, inquired, "When an Elected Official, a Department Head or a Supervisor report a complaint or an alleged allegation that there's harassment or anything, do you record the date, time and the person making that report or do you just make a note that you need to check on something?" Ms. DeNero replied, "Our department takes those complaints very seriously. We immediately look into the allegation immediately. The way I document it is I have my book and give me all the information that you know and then we'll start investigating whether it's a formal investigation or informal. It depends on the complaint as no two are the same." Supervisor Pastor then stated, "My question is if someone comes with a complaint and I take it to you, and then later on down through the process maybe something happens and it ends up in court, is that going to be enough record or do you need to maybe have like a form that when the complaint first started as you build your file--because we're saying here 'we may be liable financially?'" Ms. DeNero replied "I think our processes and systems in terms of an investigation are very thorough and even to the point where we think we need to be pulled out and we bring in a professional. Typically we use the same one, Keith Sobraske, and I forget the name of his company, Internal Investigations maybe, and the County has been using him for a long time...So depending on the severity of the case, we have thorough investigations." Chairman Martin questioned, "Who decides what is sexually-suggestive clothing? Who decides who is a reasonable person? Do we have a way when it gets right down to it--is that good language?" Ms. DeNero replied that the person and the direct supervisor would decide in terms of suggestive clothing. She noted that "reasonable person" is defined in the Definitions on page 5 as "An imaginary person who is used as the legal measuring stick against which to determine whether or not an individual exercised appropriate caution in an undertaking, or whether he/she exhibited negligence by not taking the precautions that the hypothetical reasonable person may have taken under the given circumstances, or by doing something that a reasonable person would not have done." Chairman Martin wanted to review that again since so much is being based on this "reasonable person." Vice-Chairman Dawson stated that "reasonable person" is a term that lawyers drew up a long time ago that the courts use in many determinations and, "I don't think we're stepping out of line in using that term." Chairman Martin then inquired about sexually suggestive clothing and how that is covered. Vice-Chairman Dawson stated that again she thought that was subjective and supposed that it would be up to the Human Resources (HR) Department to discuss it with the individual and after a second or third time maybe some action would be taken. Ms. DeNero inquired if Chairman Martin had a recommendation. Chairman Martin stated, "No, I just think we need to have some kind of conversation on this." Ms. DeNero replied that she did like Vice-Chairman Dawson's suggestion that the third or fourth time that the supervisor comes to an individual saying their clothing is inappropriate for the work place, bringing in another person from the HR

Department would work because she felt that the HR representative could be pretty objective in those areas. Chairman Martin stated that this leads into the Policy where each listed Official or Department Head or Supervisor could be held personally or financially liable for these complaints. Chairman Martin stated, "They don't need to inform HR. I just think when the time comes where we have opened this up broader, folks need to understand exactly what it is we are talking about here." Supervisor Pastor stated that this would be a legal question if it really got down to it because the policy says that the Elected Officials and Supervisors are the determining party at this point, but if it became a legal issue, it would be an issue for the County Attorney's Office to interpret for the Board. Mr. Chambers stated that he thought the intent of the wording "may be held personally and financially liable for complaints" is to not create a cause of action based upon the policy, but to acknowledge the fact that it's just essentially to warn County employees, Supervisors, Department Heads and Elected Officials that they, in fact, might be held financially liable if they ignore complaints of this nature. This is to warn supervisors that this is something that needs to be taken seriously. Ms. DeNero stated that meetings would be held to educate employees and have them acknowledge these policies.

3) On page 15, Policy 5, item number 6, the HR Department has annually been providing training on the prevention of sexual harassment, but the policy did not note this, so it was added.

4) On page 16, Policy 5.2, the policy on Hostile Work Environment was added. Supervisor Pastor questioned the wording in Policy 5.2 A.1., which states, "Thus, Federal law does not prohibit simple teasing, isolated offhand comments, or isolated incidents that are not extremely serious." He stated that from his previous work experience outside of the County, simple teasing and offhand comments could really get someone in trouble if somebody really wanted to pursue it and by putting this wording in here kind of gives the inference that it's okay to do some simple teasing or offhand comments. He recommended that if the wording was going to remain in there that it be emphasized that doesn't mean it is okay to do it and "we would recommend that you probably watch your p's and q's."

5) On page 24, Policy 9.2 B, Computing and Communication Technology Use and Ethics, Ms. DeNero noted that in the sentence "Computing and communication technology is for business purposes only; de minimus use is permitted," after much discussion, it was decided that "de minimus use is permitted" should be included. Vice-Chairman Dawson requested the meaning of "de minimus." Ms. DeNero stated that "de minimus" would mean 15 minutes or less. Ms. DeNero stated that "de minimus" was not defined in the Definitions section, but she would look up the words and provide a better explanation.

6) On page 26, Policy 9.4 C, Internet Usage, in the sentence "Elected Officials, Appointing Authority and Gila County Human Resources approval is required before any such retrieval or review may occur," Ms. DeNero stated that "Human Resources" was added to keep HR in the loop when someone requests detailed information from an employee's computer, phone, etc., because it would

typically involve an investigation of some type when that information is requested.

7) On page 28, Policy 10.3, Employees Subject to Alcohol & Controlled Substances Testing, 4 other groups of employees were added, which included jail medical staff, 9-1-1 dispatchers, employees assigned to supervise County/State inmates and GEST (Gila Employment and Special Training) employees. Ms. DeNero stated that also in the separate Amendments section, page 1, Policy 10.3, item number 8 was added in reference to employees subject to testing as follows: "Employees authorized to drive Gila County vehicles, as determined by the Appointing Authority." She noted that this is in reference to random drug testing and the use of County vehicles. Supervisor Pastor inquired the reason all employees should not be subjected to random drug testing. Julie Bocardo-Homan, Deputy Human Resources Director, stated that the reason it can't be for all employees is because it can't be suggested that the County randomly drug tests every single employee as that would be an unlawful search by the state. She stated that pre-employment testing also falls in the same category. Mr. Chambers stated that the County Attorney's Office is looking at this. He stated, "Certainly most employees in the County are probably authorized to drive a County vehicle, so that provision alone would pretty much get us close to having every employee subject to random drug testing. There is some case law in Arizona, which we're in the process of reviewing, and before you have an opportunity to approve this one way or another, we'll be sure we have an opinion to you on this." Vice-Chairman Dawson inquired if the court does random drug testing of its probation officers. Mary Hawkins, Court Administrator, stated that not everybody is tested at random, but only those that are in safety sensitive positions such as probation officers that are armed. Vice-Chairman Dawson inquired why the Board could not make this a standard for the County. Mr. Chambers replied that there was a case 5-7 years ago that involved some firemen and the district fire department had implemented a mandatory drug testing program for all employees. The firemen in that district brought suit claiming that this was a violation of their Fourth Amendment Rights and they won the suit. Mr. Chambers advised that he will review the Arizona Revised Statutes and provide the best legal analysis so the Board can stay within the law, but also protect the County from liability that might be incurred from employees who might be illegally using drugs and to protect the safety of the public. Chairman Martin stated that the County has done random drug testing on its employees that have a Commercial Driver's License (CDL), which was the delineating factor. She questioned why that couldn't apply to all employees driving County vehicles. She also questioned if an employee was in an accident, wouldn't that employee automatically be eligible to be drug tested? Mr. Chambers stated that with a post-accident, the County has a lot more leeway so definitely after an accident the County has a right to do drug testing on the employee. Chairman Martin inquired whether the County does, in fact, as a matter of course drug test employees after an accident. Ms. DeNero replied, "Currently, no we had limitations upon that" and then she called on Ms. Bocardo-Homan

for additional information. Ms. Bocardo-Homan stated that on page 31, Policy 10.6, item number 2.A., Post Accident/Incident Testing, it lists the 4 criteria, which are as follows; 1) for an accident involving a fatality; 2) an accident in which the County employee is cited by law enforcement; 3) an accident in which bodily injury is incurred; or 4) an accident in which one of the vehicles incurred bodily damage and had to be transported away. She stated that minor changes noted in red were added in. Chairman Martin stated that an accident to her is not minor. Ms. Bocardo-Homan clarified that the limitation language was already there; however, a few minor changes were added to the language. Chairman Martin again inquired if the County follows through with drug testing after an accident. Ms. Bocardo-Homan replied that the County does follow through if it meets one of the 4 criteria described. Ms. DeNero also added that the County does follow up with drug testing for the criteria described. Chairman Martin inquired if employees are drug tested if they back into another vehicle. Ms. DeNero stated that employees are not drug tested for minor incidents or accidents like that. Chairman Martin inquired if an officer hit a deer, which happens frequently, would that officer be drug tested? Ms. DeNero replied that the officer would not be drug tested unless it met 1 of the 4 criteria listed. Supervisor Pastor stated that he thinks it needs to be addressed in this policy as to exactly what needs to be done if an employee is involved in an accident and probably look at the level of accident. Supervisor Pastor stated that in his last employment, if a vehicle sustained more than \$150 in damages, the employee was automatically drug tested. He stated, "I think we are limiting ourselves here and we may have some liability issues if we don't get more specific with this policy." Ms. DeNero stated that a dollar amount was discussed; however, through ACIP (Arizona Counties Insurance Pool), the dollar amount would depend on the vehicle being driven, whether it was an older or newer model. So the dollar figure was dropped. Supervisor Pastor stated, "Well I think we need to look at it because I think it is an issue. We tend to go in cycles and I'm not pointing out anybody, but we tend to go in cycles with the accident process and I think we need to be more accountable for that." Chairman Martin stated, "I think we need to be less arbitrary. Again I'm used to the private side of this whether it's an accident or incident, it didn't matter. First thing that happened, you were drug tested and you were you were up for that if you were in that vehicle...That's part of the agreement to get in that car is that if you have an incident or accident, it's part of the agreement of being in a vehicle or being on a piece of equipment." Ms. DeNero thanked the Board for those comments. Jerry Ellison, a news reporter from Globe, questioned whether this policy applied to elected officials. Vice-Chairman Dawson replied that she believes that the County policies apply to everyone whether elected or not. Mr. Chambers stated that in this particular version of the Policies, at the very beginning of Policy 2, it states that the policy covers all employees, both in classified and unclassified service, so it attempts to include everyone. He did note, however, that some of the policies listed herein would not apply to elected officials; for example, elected officials have their own provisions in statute to be

removed from office through recalls, etc., so the statutes pertaining to termination of employees would not apply.

8) On page 29, Policy 10.4 A.5., Alcohol and Controlled Substances—Prohibitions, additional language was added to item 5 as follows: “If an employee refuses to submit to the required testing, the supervisors and/or County official will inform the employee that refusal to submit to testing shall be considered a failure of the testing requirement and the employee will be placed on administrative suspension with pay pending a review of circumstances. Barring any extenuating circumstances, refusal of testing shall result in disciplinary action up to and including termination. The employee shall be offered transportation home to prevent additional safety and liability concerns associated with driving under the influence.”

9) On page 30, Policy 10.5 B.1., Required Tests--Pre-Employment Testing—Non-Safety Sensitive, Ms. DeNero stated that HR will go through the entire process of hiring a candidate and once an offer letter is written, employment will be contingent upon that person passing a drug test. She explained that not all applicants will be tested and not all candidates will be tested; just those that the County is making an offer to would be pre-employment drug tested, which would include offers for temporary, permanent or part-time positions. Upon inquiry by Supervisor Pastor about who would pay for this drug test, Ms. DeNero stated that the testing would be done at the County’s expense, which would include an alcohol and an alcohol-drug test at a cost of approximately \$50-\$60. Supervisor Pastor stated that Elected Officials appoint their (Chief) Deputy Directors and inquired if they would come under this pre-employment testing. Ms. DeNero replied that they would not be tested. Supervisor Pastor stated, “I truly believe it needs to say all and I know there’s a legal question about it, but I believe it should be ‘all,’ just plain and simple.” Mr. Chambers replied, “I think this is another area where there’s necessarily going to be a difference between Elected Officials and everyone else. Now the Chief Deputies or Department Heads can be subject to this provision, but there’s no requirement that you do pre-drug testing before you run for the Board of Supervisors or County Sheriff, etc...Certainly if an Elected Official went through a drug testing and failed it, there might be a movement out there saying ‘let’s recall that elected official,’ but that would be the way it would have to take place. It wouldn’t take place because of this policy.” Supervisor Pastor inquired if this could be done by beginning a process to introduce legislation through the state legislative process to have all elected officials drug tested. Mr. Chambers stated that might be an avenue to look at for having a state law that requires elected officials to undergo drug testing.

9) On page 47, Policy 13.4 F., Classification Administration, the following sentence was added: “If a reclassification results in a change in pay grade, the Board of Supervisors’ approval must be obtained.” Ms. DeNero explained that this will cause departments to be held to the budget, number of positions, and position control numbers that have been approved by the Board. Supervisor Pastor inquired if the HR Department has some authority to approve pay

grades and payroll authorizations. Don McDaniel, County Manager, stated, “I don’t think so.”

10) On page 56, Policy 18.2, item number E, Separation of Employment-Resignation, Ms. DeNero advised that there have been some issues in HR regarding employees that were absent from work for 3 consecutive days; however, there was no written policy, so the following wording has been added: “An employee who is absent for three or more consecutive days without authorized leave is automatically considered to have abandoned their job and is subject to termination. If extenuating circumstances are found to have existed and the employee is allowed to return to work, such absence may be covered by leave with or without pay by the Appointing Authority with concurrence of the Human Resources Director.”

11) On page 60, Policy 19.3, Probationary Period-Types of Probation, Ms. DeNero noted that the second sentence was being removed, which stated, “At the discretion of the Appointing Authority, an employee may be granted a one step increase upon the successful completion of the probationary period.” She explained that a lot of discussion was held on this and it was decided that a person should be hired in at a certain rate instead of hiring them at a step rate and pay them a little bit less for 6 months and then moving them up another step after completion of probation. Chairman Martin inquired whether this change would save or cost the County money. John Nelson, Deputy County Manager/Clerk, stated that this would have a very minimal effect on the process. He stated, “Yes, we would pay somebody a little bit more to start, but the paperwork and the administrative nightmare we go through and the probation, I think we more than offset that.” Ms. DeNero did, however, clarify that the new employee would still be on a probationary period regarding employment. Mr. Nelson added, “With the probationary period, if the supervisor misses the probation of an employee or terminating an employee without cause within that 6 months, then that employee is automatically in that position. Originally we thought that by tying a salary increase to it at the end of probation that would force the review and that decision to be made. That was a fallacy in our thinking. It doesn’t really work.”

12) On page 61, Policy 19.3, Probationary Period, Ms. DeNero advised that section D.1.—Demotion Probation; section E.1.—Special Appraisal; and section F.3.—Reinstatement and Reemployment were added to this Policy. Ms. DeNero noted that the added section F.3. states: “If an employee is reemployed within six (6) months of departure in good standing, sick leave accrual balance will be restored and vacation will accrue at the same rate at the time of departure.”

13) On page 63, Policy 20, Performance Appraisal Program, Ms. DeNero stated that the way of doing performance appraisals has changed so the Policy has been updated to reflect those changes including the date of the appraisals and the forms used. She also noted that these proposed changes were also added to the first page of the Amendments document. She noted that the wording in Policy 20.9, Review, states that “performance appraisals may be reviewed at a higher level upon request by the employee” and this year was the first time an

employee requested same. There was no written procedure, so this is an attempt to document the process that HR went through.

14) On pages 64-65, Policy 21.2 A., Disciplinary Actions, some reasons were added or changes made for general disciplinary actions as follows:

- Item 16: (Changed) Misuse of government property, computers, cell phones, computer files, software, mail systems, computing systems or other County owned equipment.
- Item 18: (Added) Possession, distribution, sale, transfer or use of alcohol or illegal controlled substances in the workplace, while on duty or while operating County owned vehicles or equipment.
- Item 30: (Added) Theft or inappropriate removal or possession of property.
- Item 31: (Added) Smoking in non smoking areas.
- Item 32: (Added) Falsification of a doctor's note.
- Item 33: (Added) Making a false allegation against another employee or individual.

Ms. DeNero stated that a lot of discussion was held about adding Item 33. Chairman Martin called on Jesse Bryant, a resident of Globe, who asked if there was a process to determine how an allegation is established as being false. Ms. DeNero stated that it would be established in terms of investigations. Mr. Bryant inquired if the allegation involved an elected official, who would conduct the investigation and come to the final conclusion? Ms. DeNero replied that she would request an outside investigation be done rather than an internal one. Chairman Martin inquired if Mr. Chambers had a comment on this item. Mr. Chambers replied that the issue would be, "How do you prove that an allegation is false?" He stated that anyone who has had to deal with supervisory matters has had the situation where an employee will make an allegation and the other employee will deny same, so sometimes these things are difficult to determine. He stated, "A lot of these things can be difficult to determine whether it involves an elected official or not, they do take investigation and sometimes, as you are well aware, the supervisor may determine that there's not enough proof to show one way or another and ultimately an allegation may have been false, but if there's not enough evidence to show that it was, then no action's going to be taken." He continued, "As far as the process that Ms. DeNero outlined of going to an outside investigator to investigate these allegations when they deal with elected officials, I'm not sure that we have anything specifically in the policies that require that. But that's the type of practice that the HR Department has been using for a long time and that certainly helps result in perhaps a fairer outcome and perhaps even more important than the fairer outcome is the perception that the outcome is fair. Mr. Chambers stated that there is no policy in this paperwork that requires the use of an outside investigator, however, it has been done in the past and the County Attorney's Office endorses that procedure." Ms. DeNero also referred the Board to Item 17 under the same Policy regarding malicious gossip and false accusations because to her they are the same.

15) On page 65, Policy 21.2 B.1-B.2-B.3., Disciplinary Actions, an entire section was added on disciplinary action for law enforcement officers employed by the Sheriff's Office. Ms. DeNero referenced the first sentence, which states: "A law enforcement officer shall not be subject to disciplinary action except for just cause in accordance with A.R.S. §38-1104" and stated that because this is new to the County, her Department will be learning how to enforce same.

16) On pages 65-66, Policy 21.3 A. B. & C., Progressive Discipline, a section was added on how to implement the progressive discipline.

17) On page 66, Policy 21.4 A. & B., Documentation of Disciplinary Actions, a section was added for the documentation of disciplinary actions, which spells out in more detail how these disciplinary steps count toward the employee. Supervisor Pastor requested clarification as to the stages—stage 1 would be verbal, stage 2 would be written and stage 3 would be some sort of disciplinary action. Ms. DeNero stated that it would be a memo of concern, then a reprimand and then a notice of charges. In reference to time limits on these actions, Supervisor Pastor stated that if the time limit was for 12 months, would an employee's record would be cleared and paperwork removed from the employee's file? Ms. DeNero replied that the discipline would have a duration of 2 years, as noted in Policy 21.3 C, and for clarification the documentation would never be taken out of the employee's file. Supervisor Pastor inquired whether that information would be available to the employee at any time they requested it or if there were restrictions. Ms. DeNero replied that as long as the HR Department is open, employees can look at their file, but cannot remove it from the HR office. Upon inquiry by Supervisor Pastor if employees could make copies of anything in their file, Ms. DeNero replied that they could make copies. Supervisor Pastor then inquired if this employee information is shared with the public. Ms. DeNero stated that the public has a right to make a public records request; however, some employee data such as social security numbers, dates of birth and medical records would not be made public, but everything else is available to the public. Supervisor Pastor inquired if there is a policy in writing that states what is allowed for review by the public and what isn't allowed. Ms. DeNero deferred to Mr. Chambers who stated that in this policy there is nothing in writing; however, state statutes regarding public records law are in writing although sometimes they are difficult to interpret. Mr. Chambers stated, "I suppose that's something we could do in the future." Chairman Martin inquired of Mr. Chambers if the public couldn't simply be referred to the state statute that would apply in this case. Mr. Chambers replied that those who now request records are referred to state statutes. He stated that if the state statutes and the case law that interprets them require disclosure of a public record, then it would be disclosed; and if it doesn't, then disclosure might not happen. He stated, "It may be a bit much to think that we would have something in this policy in the next couple of weeks for you to vote on that would try to summarize state law on disclosure of a public record. It's something that we probably ought to look into in the coming year so we may be back with some proposal so that employees and supervisors are aware of what is available from a personnel file and what isn't. I think there may be some

perception around the County that the personnel files aren't readily available to the public, but in fact they are except for some very minor exceptions and so that's something that supervisors and employees alike should consider when they put something into an employee's file." Chairman Martin inquired of Ms. DeNero that as changes are made in statute at the state level, are they being tracked so the County is not in conflict with the changes? Chairman Martin stated that she didn't mind a summary, but she doesn't want anything left out so that folks get the wrong impression if there are changes at the state level. She recommended some wording be put in the employee's handbook that clearly tells the employee what information is or isn't available to the public and perhaps that should be included in this Policy as well. Supervisor Pastor noted a recent issue where a juvenile's information was mistakenly reported, so he believes that the County has to be very careful about allowing certain information to be accessed by the public.

18) On page 75-76, Policy 23.3 D., Attendance, Holidays and Leave, Ms. DeNero noted that at the top of page 76, item number D was added which reads as follows: "Regular status employees authorized to work nineteen (19) hours or less per week are not eligible to receive holiday pay." She stated that this is a current practice and now it is in writing. Supervisor Pastor inquired if a 29-hour, part-time employee was eligible for holiday pay. Ms. DeNero stated that in the Definitions, a full-time employee is defined as 30 hours and a part-time employee is 29 hours and would be eligible for holiday pay; however, the 19-hour employee would not be eligible. Supervisor Pastor inquired about the reason a 29-hour employee is a part-time employee and whether that was legal. Ms. DeNero affirmed that a 29-hour employee is a part-time employee and it is legal. Mr. Chambers stated that it is legal and clarified that even 20-hour employees who work 4 hours a day/5 days a week, if one of the days happened to be on a holiday, that employee would get credit for 4 hours of holiday pay, not 8 hours. Supervisor Pastor then inquired as to the reason the County has 20-30-hour employees, when 40 hours is considered to be a regular, full-time employee. Ms. DeNero explained that one of the reasons the County came up with the definition of 30 hours being full time is because that's the number of hours that are required to receive benefits such as health, life and dental insurance. An employee's accruals would probably be a little less because that is determined by the hours worked. Supervisor Pastor inquired if there is any law that states that 30 hours constitutes a full-time employee in government so an employee can be eligible for benefits. Supervisor Pastor was inquiring because of budget purposes and how money is being spent and it didn't make sense to him that the County would pay a 30-hour employee the same full-time benefits for which a 40-hour employee is eligible. Mr. Nelson stated that the 30 hours was selected to qualify for health insurance; therefore, that has driven the decision that 30 hours is considered a full-time employee. Mr. Nelson stated that the Board could change it if it wished, but he also advised that the other counties in the health insurance pool have qualified health insurance of 20 hours.

- 19) On page 79, Policy 23.7 A. 3, Sick Leave, Ms. DeNero advised that the following sentence was added: “Employees hired after July 26, 2011, will not be eligible for the \$3,000.00 sick leave benefit.” She noted that the date of July 26, 2011, will change to the date that this new policy is adopted by the Board.
- 20) On page 84, Policy 23.9 H., Leaves of Absence with Pay—Bereavement Leave, Jacque Griffin, Assistant County Manager/Librarian, requested that Ms. DeNero review the Amendment on page 1 of the Amendments in reference to this Policy. Ms. DeNero stated that “Immediate Family” in Policy 23.9 H has been amended to list those people who are covered under Bereavement Leave so there is no question and which now includes the following: An employee’s immediate family includes “a spouse, mother, father, step-mother, step-father, grandparent, child, step-child, foster child, ward, adopted child, grandchild, brother, sister, father-in-law, mother-in-law, sister-in-law, daughter-in-law, son-in-law, or an individual who stands or stood in loco parentis of either employee or spouse.” (Note for the record: “Brother-in-law” was included in the proposed policy; however, it was not listed in the Amendment, but should be included.”)
- 21) On page 84, Policy 23.9, Items I, J, K, L, M, N, O-I, II & III, P, Q, & R, under the Policy for Attendance, Holidays & Leave—Leaves of Absence With Pay-Victim Leave, Ms. DeNero noted that sections I through R as shown on page 1 of the Amendments will now be added to Policy 23.9 as new items. Ms. Griffin questioned if Item O, Eligibility for Victim Leave, that lists “immediate family” is spelled out somewhere in statute, because it is different. Ms. DeNero replied that it is spelled out in Arizona Revised Statutes §8-420 and §13-449 in the Victim Leave. Chairman Martin inquired if the statutes should be stated in this policy or if it should state in Item O, “by statute?” Ms. DeNero pointed out that the statutes are listed in Item K but agreed to add the words “by statute” to Item O as well.
- 22) On page 78, Policy 23.6 C, Leave Donation, Ms. DeNero referred back to Policy 23 and stated that there was an issue last year on the leave donation process, so it has been refined.
- 23) On page 80-81, Policy 23.8 A3(a) and A3(b), Family and Medical Leaves of Absence—Eligibility—Military Family Leave Provisions, Ms. DeNero also referred back to this section of Policy 23, and stated that because there were new FMLA (Family and Medical Leave Act) provisions, after attending workshops and reviewing the new provisions, those additional provisions were added to this Policy.
- 24) On page 87, Policy 24, Overtime Pay and Compensatory Leave, Ms. DeNero pointed out that sections 24.1 through 24.8 were new items added, which are basically definitions to help clarify what the FLSA (Fair Labor Standards Act) is about, defining an exempt and non-exempt employee and how they are paid.

Ms. DeNero stated that concluded her presentation on the major changes made to the Gila County Merit System Rules and Policies handbook. The Board and Ms. DeNero discussed the next steps in this process and Mr. McDaniel recommended that the proposed changes be presented to the elected officials in

a work session for input prior to the handbook coming back to the Board for adoption to which Ms. DeNero agreed. No action was taken by the Board.

At 11:20 a.m., Chairman Martin called for a brief recess.

At 11:30 a.m. Chairman Martin reconvened the meeting.

Item 3 – Information/Discussion of County Supervisors Association (CSA) compilation of 2012 legislative issues and proposals to be adopted at the Annual CSA Legislative Summit to be held in Navajo County on October 3-5, 2011.

Don McDaniel, County Manager, stated that a list of the 2012 proposed legislative issues was previously presented to the Board for review. He then called on John Nelson, Deputy County Manager/Clerk, who reviewed all of the proposed legislative issues to be discussed and adopted at the annual CSA Legislative Summit and presented his recommendation for each issue. No action was taken by the Board.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 12:16 a.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

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

Date: November 8, 2011

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Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via ITV conferencing); Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, 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 – REGULAR AGENDA ITEMS:

2A. Information/Discussion of Land Exchange Classification project proposed by the Industrial Development Authority of Gila County.

Fred Barcon, President of the Industrial Development Authority (IDA), stated that the Arizona Department of Transportation (ADOT) is looking at plans for a new extension of U.S. Highway 60 which will bypass the Town of Miami and the City of Globe. The economy of Globe-Miami benefits from the traffic and tourism that funnels through the area en route to Lake Roosevelt, White Mountains and beyond. The loss of traffic coming through the Globe-Miami area will have a crippling effect on the economy. Globe-Miami relies on the exposure it gains from motorists traveling en route to their destination. Once the freeway extension of U.S. Highway 60 is complete and Globe-Miami is bypassed, it is difficult to imagine what will become of an already struggling economy. When the bypass goes through, there will be a lot of property available either to the north or south of the Globe-Miami area. Mr. Barcon stated that it is imperative that an active role is taken to ensure that Globe-Miami will have an attractive freeway entrance drawing tourists to explore Globe-Miami. The process the Forest Service uses to classify a piece of land for exchange requires a minimum of 3-5 years. If the land is not classified for an

exchange, the Forest Service will refuse to exchange the land. Timing is critical so a Land Exchange Classification for the land west of Miami and north of the ADOT proposed U.S. 60 extension must be secured immediately. Chairman Martin stated that was a good suggestion and also added that there is an area up north where Highway 260 did a bypass around Christopher Creek and several folks up there have requested that the County get into a land exchange regarding that issue. If the County gets involved in a land exchange, she believes both could be done at the same time. She stated that when the County was in discussions with the U.S. Forest Service about additional land for some of the northern fire districts, the Forest Service was more interested in looking at one package involving several pieces of land as opposed to looking at individual pieces, one piece at a time. Chairman Martin inquired if the Board or Mr. Barcon had a preference for land area. Mr. Barcon replied that he didn't think it was so much of having a preference as it ADOT's choice for the location of the bypass and he felt Steve Stratton, Public Works Division Director, would have better information. Chairman Martin replied that she believes the Board can help influence the area for the bypass if everyone gets to together and weighs in on it.

Chairman Martin's preference would be that the bypass is within sight of the towns including being able to see the lights at night and to ensure there are several exits to the towns. She gave some examples of other bypasses where it was either good for the communities without having all of the traffic and large trucks passing through, or a bad situation causing towns to die out. Mr. Barcon stated that Williams has really prospered from its bypass and he believes something should be done now and offered support from the IDA.

Supervisor Pastor stated that at one time he heard that the bypass would be located 2 miles from the towns, which would really hurt the Globe-Miami communities. He expressed support for the County to participate in a land exchange that is going to benefit the community. He stated, "We need to step up and start looking at it real seriously."

Vice-Chairman Dawson stated she has attended some of the hearings, particularly when the residents at the Top of the World had a lot of input; however, she didn't notice any members of the IDA present and staff from the City of Globe were present some of the time. She stated that the County has spoken at all of the hearings and will continue to do so. She stated that in other talks about a land exchange, Senator Kyl has been very clear that he would require respect for San Carlos in bringing forth a suggestion; however, he will be leaving Congress, so the County needs to be prepared for the fact that the new Senator will be the one ushering things through. Vice-Chairman Dawson believes that the City of Globe needs to be in the leadership position on this because it will be the place in which the economy will be most affected. She felt there should be meetings with all parties involved, not just the County.

Mr. Stratton stated that the County has had several meetings with ADOT on this recently. About a month ago a meeting was held with the ADOT design team with Dale Wiggins as the project manager, and County staff did express concerns about the route. He stated that those items are a definite concern including the fact of having visibility of the town itself, so the bypass would have to be high enough on the hillside so that the town could be seen; multiple exits and although an exact number was not given, but possibly as many as 6-10 depending on the route. Mr. Stratton then provided an aerial view of the area. He has been told by ADOT that the road will definitely not go through Top of the World. Within 6-12 months, ADOT will have the route designated where the road will leave Superior to go to the bypass because right now ADOT is designing the Silver King and Superior Street sections of the road, which will be completed by December 2012, and if monies are available those sections will be built in 2014. ADOT is utilizing 2 different design firms—Dibble Engineering and Kimley-Horn—along with separate teams of environmental, etc. On the map, Mr. Stratton showed the Board the routes that have already been rejected by ADOT and there are 2 remaining routes and then a connection over near the 70/77 junction. He stated that the route that goes around Globe has some problems because of BLM (Bureau of Land Management) land, etc., so ADOT has Logan Simpson Design Group looking at the areas that would have the least environmental-archeological impact. Supervisor Pastor stated that the areas being reviewed look like they are up by the Cherry Flats area, to which Mr. Stratton agreed that is the generalized area. Chairman Martin inquired about the ownership of the land in that area. Mr. Stratton advised that some of the land is owned by the U.S. Forest Service and some by the BLM; however, close to the area by the County's landfill, there is a lot of private land. He noted that another item was brought to ADOT's attention is that the County has received an expansion plan that will take the landfill out to the year 2035. At that point, it will be very big when the County closes it out. It was expressed to ADOT that the County did not want travelers coming through the area and seeing first the landfill because most likely they would not exit the road to visit the local communities. Mr. Stratton stated, "I agree wholly with the IDA Board and the Board of Supervisors that when a route is selected, we need to make sure that we have lands there for commercial trade." He again noted that on the other end of the bypass, at the Superior end, the routes which have been reviewed and not selected by ADOT show one route north and one route south of Superior. Supervisor Pastor also noted that with the possibility of Resolution Copper Mine going in, ADOT would have to figure a route to that area as well.

Chairman Martin inquired whether the Top of the World area would also be bypassed and Mr. Stratton replied that is his understanding. Mr. Stratton continued referring to the map and noted that the bypass of Globe may very well be predicated on the bypass of Tucson, which the County has been addressing for many years. He referred to a study conducted years ago by Pima County to bypass Tucson and the route that was considered would be

through some very sensitive environmental areas. Mr. Stratton mentioned that years ago Gila County informed ADOT if Road 191 was developed from I-10 to Safford, being 4 lanes and divided, it would be the same as from Globe to Superior and then the only stretch left for a bypass of Tucson is from Safford to Globe, which is mostly reservation land and ADOT was comfortable with that route. He further advised that this route is presently being supported by the ADOT Board and staff.

Mr. McDaniel, County Manager, advised that this is probably the most important economic development issue on the table. Any other discussions would pale in comparison to the impact of a bypass in this community. He stated that ADOT has the job of moving traffic around the state and they don't have the job of moving traffic to and from Globe; that job would be ours. He stated, "I think the value of having Fred (Barcon) and the IDA here is that this - it's sort of a citizen-based interest in a major issue because that ultimately is what is going to have to happen." He emphasized the importance of the community coming together to ensure that the bypass stays close to the community rather than goes away from the community. He provided an example of when Route 66 was relocated and it was turned into I-40, and how it negatively affected the economy of Winslow because the town could not be seen from the freeway. He stated, "What happens though and I guess the value in getting some of this land exchange is that you will get commerce moving to where the dollars are and the dollars are going to be along the new route." He also emphasized the need to have easy exits from the freeway to the town. He advised that now is the time to get involved in efforts for the land exchange project.

Chairman Martin questioned the next step that needs to be taken. Supervisor Pastor suggested that the Board direct the County Manager to begin coordinating the process with staff, IDA, City of Globe, Town of Miami, San Carlos, and any other stakeholders. Chairman Martin asked Supervisor Pastor if he would be willing to be the Board member who will oversee this endeavor to which Supervisor Pastor agreed to do so. Vice-Chairman Dawson also agreed that Supervisor Pastor should lead this effort.

2B. Information/Discussion of Gila County Board of Supervisors supporting the development of a race track at the Gila County Fairgrounds.

Mr. Barcon reminded the Board that several years ago Gila County conducted a study regarding the possible development of a car race track at the County Fairgrounds, which he said "ended up on somebody's shelf." Recently the IDA discussed this issue with the Globe-Miami Regional Economic Development Corporation (EDC) and it was agreed that the issue needed to be revisited. A steering committee was formed, so at this time Mr. Barcon introduced William A. Byrne, who is the Chairman of the Steering Committee. Mr. Byrne is also a

member of the Industrial Development Authority Board as well as a member of the Gila County Racing Commission. Mr. Byrne began by stating, "We are here today to try and breathe life into an old project." He advised that one of the primary responsibilities of both the IDA and EDC is to bring economic development into the local community. Mr. Byrne introduced Gerald Kohlbeck, IDA Board member; William Herrera, EDC Director; Sharron Lavin, Gila County Fair and Racing Commission Chairman; and Stephen Cullen, Gila Community College (GCC) Dean.

Mr. Byrne stated that there has been great success with NASCAR racing and stock car racing in Arizona and throughout the nation, so the consensus of the Steering Committee is that a race track at the Fairgrounds would provide many economic benefits for businesses in the local community. The approach that will be taken is to work through the GCC and its heavy equipment training program. Students would be moving the dirt to create the race track. Mr. Byrne also believes that there are grants available through the Arizona Department of Transportation (ADOT) to do the actual dirt work. This may possibly open up other opportunities to apply for grants through the United States Department of Agriculture for further development. Mr. Byrne stated, "...So we are here to ask for your permission or your approval to make sure that this site is agreeable with you. If it is, we are looking for your approval to press on with it to see if we can come up with a feasible way of getting this built, and we think through the College that there is definitely a feasible way of getting this built. We will report back as we proceed on with this..."

At this time the Board members entered into a discussion as to the history of the proposed project, cost, obstacles, etc. Chairman Martin then asked about the anticipated level of involvement from the IDA and EDC. Mr. Byrne replied that the IDA would be involved; however, it is unknown at this time the level of involvement. Vice-Chairman Dawson questioned whether the Fair and Racing Commission is interested in leading this effort. Mr. Byrne replied this issue has not yet been broached to the Fair and Racing Commission. Chairman Martin questioned if the Fair and Racing Commission is designated as a 501(3)(C) organization to which Supervisor Pastor replied they were not. Supervisor Pastor stated that his position is to encourage the IDA to continue pursuing this endeavor with the involvement of the Fair and Racing Commission and the EDC. He believes the County would be willing at some point to "help or be part of the development, but somebody needs to take the lead and not the County." He further stated that the County neither has the resources or the time to take the lead on this project. Vice-Chairman Dawson recalled a conversation she had with Lex Sheppard, who was one of the first instructors of GCC's heavy equipment class, about students learning to operate the equipment at the Fairgrounds. She went on to say that she was very enthused by the program until she watched a race car on t.v. leave a track and go over a 12 foot fence, which then made her question the County's liability if a race track were built on County-owned property. Mr. Byrne acknowledged that

the issue of liability was a major consideration. Chairman Martin acknowledged that she hasn't heard any Board member or staff voice opposition to this proposed race track; however, the issues of liability, sponsorship, financing, etc. would first need to be answered with the end result being there would be no negative impact to the County. The Board encouraged this group to continue pursuing this endeavor. Gerald Kohlbeck then commented, "I think what we would like to tell you is that our dream is to hold the County free and harmless of anything we do out there. The IDA with our other team members will try to put all of this together and keep the County free of any liabilities and debts and anything. That is our dream."

On behalf of the Board, Chairman Martin thanked everyone for taking the time to attend today's work session.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:07 a.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

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

Date: February 21, 2012

TOMMIE C. MARTIN
Chairman

JOHN F. NELSON
Clerk of the Board

SHIRLEY L. DAWSON
Vice-Chairman

By: Marian Sheppard
Chief Deputy Clerk

MICHAEL A. PASTOR
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via ITV conferencing); Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; 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. Don Ascoli led the Pledge of Allegiance and Pastor Gary Bowser of Rim Country Cowboy Church in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

2A. Public recognition of 5 employees for December's and January's "Spotlight on Employees" Program, as follows: Antoinette Gonzales, Eric Mariscal, Tyler Solberg, Steve Seaman, Nyra Hillery, Bill Williams and Gerald Nenner.

Prior to the presentation of recognition awards to employees, Chairman Martin advised that a video of a Channel 3 news story would be viewed as the story was about a man who had lost a sentimental ring that belonged to his father when he was disposing of items in a recycling bin. Through the efforts of Bill Williams and Gerald Nenner, employees of the Gila County Public Works Division's Recycling and Land Management Department, the ring was found and returned to its owner.

Erica Raymond, Human Resources Assistant, presented gift cards as recognition awards to 5 employees for December's and January's "Spotlight on Employees" Program as follows: Antoinette Gonzales, Eric Mariscal, Tyler

Solberg, Steve Seaman, Nyra Hillery, Bill Williams and Gerald Nenninger. Each Board member thanked the employees for their dedicated work.

Item 3 – REGULAR AGENDA ITEMS:

3A. Information/Discussion/Action to adopt Proclamation No. 12-01, to proclaim March 17, 2012, as "March for Babies Day" in Gila County.

Margret Celix, Chairman of the March of Dimes Committee, noted that in past years the annual walk was referred to as the “March of Dimes Walkathon”; however, it is now being called “March for Babies Day” and it will be held at 8:00 a.m. on Saturday, March 17, 2012, beginning at the old Bullion Plaza Park and ending at Wal-Mart. She advised that the March of Dimes organization will be providing breakfast prior to the walk and that Fry’s will be providing lunch after the walk. The mission of this organization is to help mothers achieve full-term pregnancies and to raise money for research that goes into preventing birth defects. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Proclamation No. 12-01, to proclaim March 12, 2011, as "March for Babies Day" in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors’ Office.)**

3B. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 103111-1 for the S.O. Tower Installation & Radio Equipment Relocation Project; reject or accept submitted bids.

Adam Shepherd, Undersheriff, provided some history related to this topic. He advised that a little over a year ago the Sheriff’s Office communications center was moved from the Sheriff’s Office to the Shop so that the new 9-1-1 equipment could be installed. As a necessity some of the equipment was left behind. The County applied for and received a grant award in the amount of \$50,000 from the Arizona Department of Homeland Security (ADHS), which is intended to be used for this relocation project. A call for bids was issued; however, those that responded submitted a bid higher than the \$50,000 cap established by ADHS. Mr. Shepherd requested that the Board of Supervisors reject all bids. He further advised that under today’s Consent Agenda, there is an item requesting permission to authorize the advertisement of a revised Call for Bids for this project of which the amount will not be capped at \$50,000. Mr. Shepherd assured the Board that the reissuance of this Call for Bids will be within the time frame established by ADHS. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously rejected all bids submitted for Invitation for Bids No. 103111-1 for the S.O. Tower Installation & Radio Equipment Relocation Project.

3C. Information/Discussion/Action to approve the allocation of \$50,000 of Gila County's Secure Rural Schools and Communities Funds

(SRSC - 'Forest Fees') for FY2011-2012 to Roads, and to distribute to Gila County School Districts the remaining SRSC funds of \$1,517,233.

Linda O'Dell, School Superintendent, advised that the Secure Rural Schools and Communities Self Determination Act was last re-authorized in 2008 for 4 more years of which this year is the last year to receive funding. This Act provides assistance to rural counties negatively affected by unrealized revenues from publicly held lands. Dr. O'Dell is hopeful that the funding will be reauthorized in the future. This year's funding is a 7.7% decrease from last year's funding amount. She explained that these funds are used to maintain roads and they are also used for the schools within the County. Since the state has reduced the amount of funding for schools, this year's allocation for the schools will be very critical as it will be used for textbooks, technology, salaries to maintain positions, purchases, etc. Dr. O'Dell then referred to the spreadsheet attached to the agenda item and she explained the funding formula. Vice-Chairman Dawson noted that there was a 10.59% decrease in funding for the Globe School District and Dr. O'Dell replied the reason for the decreased funding was due to a decrease in student enrollment by approximately 100 students. Chairman Martin also noted a decrease in the amount of funding for the Payson School District. Dr. O'Dell mentioned that the student enrollment within the San Carlos School District increased, most likely due to students transferring from Globe schools to San Carlos schools. For FY2010, the total number of students countywide decreased from 7,300 to 7,158. Dr. O'Dell then provided a brief overview of the status of 3 bills at the federal level which address reauthorization. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved the allocation of \$50,000 of Gila County's Secure Rural Schools and Communities Funds (SRSC - 'Forest Fees') for FY2011-2012 to Roads, and approved the distribution to Gila County School Districts the remaining SRSC funds of \$1,517,233.

3D. Information/Discussion/Action to authorize the release of the Gila/Pinal Workforce Investment Area Youth Request for Proposal for Program Year 2012 to serve the youth of Gila and Pinal counties.

Barbara Valencia, WIA (Workforce Investment Act) Program Coordinator, advised that this Request for Proposals (RFP) is issued every two years in order to award a contract for the provision of Youth services as mandated by the WIA. She estimates the budget for the provision of these services to be \$500,000; however, the amount may be adjusted when the actual allocation has been finalized by the state and sent to the Gila/Pinal Workforce Investment Board. She explained that there are 10 elements that must be provided to qualified youth under this contract, such as the youth obtaining a GED, work experience, on the job training, case management, etc. Supervisor Pastor stated that he reviewed the RFP which he found to be very detailed and thorough. Upon motion by Supervisor Pastor, seconded by Vice-Chairman

Dawson, the Board unanimously authorized the release of the Gila/Pinal Workforce Investment Area Youth Request for Proposal for Program Year 2012 to serve the youth of Gila and Pinal counties.

3E. Information/Discussion/Action to adopt Resolution No. 12-02-01 authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, a quit claim deed conveying an abandoned portion of Smelter Street to Joseph and Kathy Wilson, Ronald and Chrisanna Attaway, and Eugene Attaway.

Steve Sanders, Public Works Division Deputy Director, advised that on December 20, 2011, the Board of Supervisors (BOS) accepted bids from the above named individuals for the purchase of the subject property. Today's agenda item is to obtain approval from the BOS to issue quit claim deeds for the transfer of the property, which is the final step in the process to transfer ownership of the property. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Resolution No. 12-02-01 authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, a quit claim deed conveying an abandoned portion of Smelter Street to Joseph and Kathy Wilson, Ronald and Chrisanna Attaway, and Eugene Attaway. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

3F. Information/Discussion/Action to adopt Resolution No. 12-02-02 authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, a quit claim deed conveying an abandoned portion of an unnamed alleyway to Monty and Clara Nichols.

Mr. Sanders advised that on January 10, 2012, the BOS accepted a bid from Mr. and Mrs. Nichols for the purchase of this property. Obtaining the Board's approval to issue the quit claim deed will finalize the process for the transfer of ownership. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously adopted Resolution No. 12-02-02 authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, a quit claim deed conveying an abandoned portion of an unnamed alleyway to Monty and Clara Nichols. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

3G. Information/Discussion/Action to adopt Resolution No. 12-02-03 authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, quit claim deeds conveying an abandoned portion of Upper Pinal Creek Road to Allen and Vise Palmer and Robert and Doris Short.

Mr. Sanders advised that on December 12, 2011, the BOS accepted bids from the above named individuals for the purchase of the subject property.

Obtaining the Board's approval to issue the quit claim deeds will finalize the process for the transfer of ownership. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Resolution No. 12-02-03 authorizing the Chairman to execute and deliver in the name and under the seal of the County of Gila, quit claim deeds conveying an abandoned portion of Upper Pinal Creek Road to Allen and Vise Palmer and Robert and Doris Short. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

3H. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 012312-1 for the purchase of four (4) new 3/4 ton 4x4 trucks for the Gila County Consolidated Roads Department.

Mr. Sanders advised that this Invitation for Bids will be for the purchase of 4 new trucks which will have snow plows attached. He assumes these trucks will be used in the Payson area and one truck will be used in the area of Young. These trucks are being purchased to replace other trucks that have high mileage, of which the specifics are outlined in the staff report for this agenda item. Supervisor Pastor referenced the language contained on page 9 of the bid specifications which states that "one or more" trucks would be purchased and he questioned the reason the agenda items states that 4 new trucks will be purchased. Mr. Sanders replied that he could not address that question because he was unfamiliar with this agenda item as Steve Stratton, Public Works Division Director, asked him to present the item just two hours prior to the Board meeting. Vice-Chairman Dawson responded that should a need arise in the near future for another truck, the specifications of this bid packet may be that another truck could be purchased without having to issue a new call for bids. Don McDaniel, County Manager, assured the Board that only 4 trucks will be purchased. Should there be a need for another truck in the near future, that request will be presented to the Board. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously authorized the advertisement of Invitation for Bids No. 012312-1 for the purchase of four (4) new 3/4 ton 4x4 trucks for the Gila County Consolidated Roads Department.

Item 4 – CONSENT AGENDA ACTION ITEMS:

4A. Authorization for the Chairman's signature on Amendment No. 1 to Contract 031711-1 between Gila County and Wright Asphalt Products Company for SBS polymer chip seal oil for the period of January 7, 2012, to January 6, 2013.

4B. Approval of the FY2012 Cooperative Law Enforcement Annual Operating Plan and Financial Plan, a part of Forest Service Agreement No. 11-LE-11031200-004, between the Gila County Sheriff's Office and the U.S. Department of Agriculture, Forest Service, Tonto National Forest, to

provide various Sheriff's Office deputy patrol services and other services throughout the Tonto National Forest in a not to exceed amount of \$83,000 for the period October 1, 2011, through September 30, 2012.

4C. Authorization of the Chairman's signature on the request to re-advertise Invitation for Bids No. 103111-2 for the Sheriff's Office Tower Installation and Radio Equipment Relocation Project.

4D. Approval to appoint Assistant County Manager Jacque Griffin as Alternate Trustee to the Arizona Local Government Employee Benefit Trust governing board.

4E. Appointment of Michael O'Driscoll, Director of Gila County Health & Emergency Services as the Chairman of the Gila County Local Emergency Planning Committee as of February 21, 2012.

4F. Approval of the corrected and current membership list for the Local Board of the Public Safety Personnel Retirement System.

4G. Approval of the November 2011 monthly departmental activity report submitted by the Globe Regional Constable Office.

4H. Approval of the December 2011 monthly departmental activity report submitted by the Globe Regional Constable Office.

4I. Approval of the January 2012 monthly office activity report submitted by the Payson Regional Constable's Office.

4J. Approval of the November and December 2011 monthly departmental activity reports submitted by the Clerk of the Superior Court.

4K. Approval of the June 28, 2011, August 15, 2011, September 6, 2011, September 20, 2011, September 27, 2011, October 3, 2011, & October 11, 2011, BOS Meeting Minutes.

4L. Approval of the December 6, 2011, December 20, 2011, January 10, 2012, January 24, 2012, & February 7, 2012, BOS Meeting Minutes.

4M. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for weeks of January 21, 2012, to January 27, 2012; and January 28, 2012, to February 3, 2012.

Copies of the contract reports are permanently on file in the Board of Supervisors' Office.

4N. Approval of finance reports/demands/transfers for the weeks of February 14, 2012, and February 21, 2012.

February 14, 2012

\$389,224.66 was disbursed for County expenses by check numbers 243342 through 243488.

February 21, 2012

\$1,798,786.71 was disbursed for County expenses by check numbers 243489 through 243710. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved Consent Agenda items 4-A through 4-N.

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

Don Ascoli, a resident of Payson and also a member of the Gila County Planning and Zoning Commission, addressed the Board. He provided an update on a recent public hearing held by the Planning and Zoning Commission on February 15, 2012. He advised there were two issues that were discussed and public comment was obtained, all of which relates to Gila County's Land Use and Resource Policy Plan (LURPP). The Board thanked Mr. Ascoli for the update.

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

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors,
Chairman Martin adjourned the meeting at 11:10 a.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ARF-1083

3- H

Regular BOS Meeting

Meeting Date: 03/06/2012

Reporting Period: Human Resources weekly reports for the month of February 2012.

Submitted For: Berthan DeNero

Submitted By: Candy Bell,
Human
Resources &
Library
Services
Assistant,
Human
Resources

Information

Subject

Human Resources weekly reports for the month of February 2012.

Suggested Motion

Acknowledgment of the Human Resources weekly reports for all personnel action items approved by the County Manager for the month of February 2012, as follows: February 7, 2012, February 14, 2012, February 21, 2012, and February 28, 2012.

Attachments

February Human Resources Summary Report

02/07/12 Human Resources Report

02/14/12 Human Resources Report

02/21/12 Human Resources Report

02/28/12 Human Resources Report

Summary

Human Resources Action Items

Year To Date

Jan-12

Feb-12

Mar-12

Apr-12

May-12

DEPARTURES FROM COUNTY SERVICE

20

7

13

HIRES TO COUNTY SERVICE

16

7

9

TEMPORARY HIRES TO COUNTY SERVICE

5

3

2

VOLUNTEERS TO COUNTY SERVICE

0

0

0

DEPARTMENTAL TRANSFERS

4

1

3

END PROBATIONARY PERIOD

7

3

4

POSITION REVIEW

24

11

13

REQUEST PERMISSION TO POST

16

6

10

Jun-12

Jul-12

Aug-12

Sep-12

Oct-12

Nov-12

Dec-12

HUMAN RESOURCES ACTION ITEMS
FEBRUARY 7, 2012

DEPARTURES FROM COUNTY SERVICE:

- Off Ins** 1. Carolyn Borchering – County Attorney – Deputy County Attorney Senior – 02/02/12 – Cost of
2/29/12 Prosecution Reimbursement Fund – DOH 12/06/04 – Resigned
- Off ins** 2. Janice Asberry – County Attorney – Child Support Services Lead – 03/30/12 – General Fund – DOH
3/31/12 05/29/1990 – Retired
- Off ins** 3. Kimberly Aguilar – Public Fiduciary – Fiduciary Services Specialist – 01/26/12 – General Fund – DOH
01/31/12 02/16/10 – Job Abandonment
4. Kimberly Blaine – Health and Emergency Services – Administrative Clerk – 01/26/12 – WIC Fund –
****No insurance** DOH 11/03/11 – Failure to complete probationary period
5. James Weeks – Health and Emergency Services – Contract Hearing Officer – 01/18/12 – Rabies Control
****No insurance** Fund – Services no longer needed

HIRES TO COUNTY SERVICE:

6. Karen Roberts – Clerk of Superior Court – Court Clerk – 02/13/12 - Drug Enforcement/Superior Court
Fund – Replacing Colleen Valencia **Ins Effective: 06/01/2012**
7. Rita Lewis – Globe Regional Justice Court – Justice Court Clerk Associate – 02/13/12 – General Fund –
Replacing Jonathan Bearup **Ins Effective: 06/01/2012**

DEPARTMENTAL TRANSFERS:

8. Kari Pratt – County Attorney – From Administrative Clerk – To Case Manager – 02/13/12 – General
Fund ****No insurance**

POSITION REVIEW:

9. Stephanie Chaidez – Public Fiduciary – Administrative Clerk – 02/10/12 – General Fund – Temporary
extension until 10/10/12 **No change in insurance**

REQUEST PERMISSION TO POST:

- x 10. Community Services – Accounting Clerk – Position vacated by Sandy Lautigar
- x 11. Health and Emergency Services – Community Health Assistant – Position vacated by Sylvia Castillo

SHERIFF'S PERSONNEL ACTION ITEMS

HIRES TO COUNTY SERVICE:

Ins Effective: 06/01/2012

1. Alise James – Sheriff's Office – 911 Dispatcher – 02/13/12 – General Fund – Replacing Sharisse Dee
2. Brent Miller – Sheriff's Office – Detention Officer – 02/13/12 – General Fund – Replacing Keith
Johnson **Ins Effective: 06/01/2012**
3. Brandon Burgener – Sheriff's Office – Detention Officer – 02/27/12 – General Fund – Replacing
Melody Schneider **Ins Effective: 06/01/2012**

END PROBATIONARY PERIOD

1. Richard Stockwell – Sheriff's Office – Detention Officer – 02/07/12 – General Fund **No Change in Insurance**

REVIEWED

By Erica Raymond at 8:45 am, Jan 31, 2012

REVIEWED

By Angelo Cutter at 11:35 am, Feb 01, 2012

HUMAN RESOURCES ACTION ITEMS
FEBRUARY 14, 2012

DEPARTURES FROM COUNTY SERVICE:

- Off ins:** 1. Angela Lara – Community Services – Career and Employment Specialist – 01/27/12 – WIA Fund –
01/31/12 DOH 09/26/11 – Failure to complete probationary period

HIRES TO COUNTY SERVICE:

- Ins starts:** 2. Cynthia Gonzales – Public Works Facilities and Land Management – Custodian Lead – 02/16/12 –
06/01/2012 Facilities Management Fund – Replacing Antoinette Gonzales

TEMPORARY HIRES TO COUNTY SERVICES:

- No change** 3. Larry Perez – Public Works Facilities and Land Management – Temporary Custodian – 02/16/12 –
Facilities Management Fund

DEPARTMENTAL TRANSFERS:

- No change** 1. Megan Miller – From Sheriff's Office- To Clerk of Superior Court – From 911 Dispatcher- To
Courtroom Clerk – 02/21/12 – General Fund – Replacing Kay St. Laurent
- No change** 2. Nicholas Montague – From Finance – To Community Services – From Accountant Senior- To
Accountant -02/03/12 – 50% WIA Fund - 50% GEST Fund

POSITION REVIEW:

- no change** 3. Antoinette Gonzales – Public Works Facilities and Land Management – From Custodian Lead – To
Custodian – 02/15/12 – Facilities Management Fund
- no change** 4. Nora Mata-Vega – Probation – Juvenile Detention Officer – 02/16/12 – General Fund – Six months of
service
- no change** 5. Kathleen Lord Joerns – Probation – Deputy Probation Officer 2 – 02/13/12 – From General Fund – To
Adult Probation Services Fund
- no change** 6. Sigifredo Marquez – Probation – Deputy Probation Officer 1 – 02/13/12 – From Adult Probation
Services Fund – To General Fund

REQUEST PERMISSION TO POST:

- x** 7. County Attorney – Administrative Clerk – Position vacated by Kari Pratt
- x** 8. County Attorney – Child Support Supervisor – Position vacated by Sue Asberry
- x** 9. County Attorney – Deputy County Attorney Senior – Position vacated by Elizabeth Maupin
- x** 10. Community Services – Career and Employment Specialist – Position vacated by Angela Lara

SHERIFF'S PERSONNEL ACTION ITEMS

REQUEST PERMISSION TO POST:

- x** 11. Sheriff Office – IT Administration Support Technician/Part-Time – Position vacated by Val Zufelt

REVIEWED
By Angelo Cutter at 12:53 pm, Feb 07, 2012

REVIEWED
By Erica Raymond at 9:01 am, Feb 13, 2012

HUMAN RESOURCES ACTION ITEMS
FEBRUARY 21, 2012

DEPARTURES FROM COUNTY SERVICE:

- No change** 1. Kyle Quiroz – Health and Emergency Services – Animal Control Worker – 01/26/12 – Rabies Control Fund – DOH None – Declined offer of employment
- No change** 2. Katie Meredith – Health and Emergency Services – WIC Breastfeeding Peer Counselor – 02/10/12 - WIC Fund – DOH 02/24/11 – Resigned

POSITION REVIEW:

- No change** 3. Ginger Horta – Administrative Services – Administrative Clerk – 02/01/12 –General Fund – Extend Probation
4. Alberta Lancieri – Probation – Deputy Probation Officer 2 – 01/31/12 - 100% Diversion Intake - To 50% Juvenile Standards Probation Fund 50% Adult Probation Service Fees Fund
5. Erika Pisano – Probation – From Deputy Probation Officer 1-To Deputy Probation Officer 2 – 01/31/12 – From 50% Juvenile Standards Probation Fund 50% Adult Probation Service Fees Fund To 100% Diversion Intake
- No change** 6. Barbara Guthrey – Assessor – Property Appraiser II – 01/31/12 – General Fund – Amend Hire Date To 09/16/1983

REQUEST PERMISSION TO POST:

- X** 7. Health and Emergency Services – Breastfeeding Peer Counselor – Position vacated by Katie Meredith
- X** 8. County Attorney – Deputy County Attorney Senior – Position vacated by Carolyn Borcharding

SHERIFF’S PERSONNEL ACTION ITEMS

DEPARTURES FROM COUNTY SERVICE:

- Off Ins.** 9. Claudia DalMolin – Sheriff’s Office – Chief Administrative Officer – 02/29/12 – General Fund – DOH 11/23/1982 - Retired **Insurance ends 02/29/2012**

END PROBATIONARY PERIOD:

10. David Hornung - Sheriff’s Office – Deputy Sheriff Sargent – 08/25/11 – General Fund

POSITION REVIEW:

11. Luetta DuBois – Sheriff’s Office – Administrative Clerk/Part Time – 01/01/12 – General Fund – Rescinded resignation
12. Clarence Rice – Sheriff’s Office – Detention Officer – 02/27/12 – General Fund – Going to Full Time Status

**HUMAN RESOURCES ACTION ITEMS
FEBRUARY 28, 2012**

DEPARTURES FROM COUNTY SERVICE:

1. Cecelia Gonzales – Probation – CASA/Foster Care Manger – 02/14/12 – 75% Court Appointed Special Advocate Fund – 25% General Fund – DOH 09/29/97 – Terminated for cause
2. Pete Ortega – Public Works Recycling and Landfill Management – Solid Waste Operations Supervisor – 05/01/12 – Solid Waste Fund – DOH 07/26/91 – Retired
3. Peter Poarch – Recorder – Recorder Clerk – 02/10/12 – General Fund – DOH 11/07/11 – Resigned
4. Marianne Seligman – Recorder – Recorder Clerk – 11/07/11 – General Fund – Declined employment offer

HIRES TO COUNTY SERVICE:

5. Nicole Barnes – Globe Regional Justice Court-Justice Court Clerk Associate Part-Time-02/27/12-General Fund - Replacing Ruben Mancha
6. Miriam Saravia-Jones – Globe Regional Justice Court-Justice Court Clerk Associate Part-Time-02/27/12-General Fund – Replacing Ruben Mancha

TEMPORARY HIRES TO COUNTY SERVICES:

7. Tonia Busby – Community Services – Administrative Clerk – 03/01/12 –Workforce Investment Act Fund

END PROBATIONARY PERIOD:

8. Diana Jones – Finance – Management Analyst – 01/20/12 – General Fund
9. Joshua Clark – County Attorney – Deputy County Attorney – 02/01/12 – Diversion Program Fund

POSITION REVIEW:

10. Malinda Williams – Health and Emergency Services – HIV Case Manager – 02/08/12 – Changes in fund codes
11. Barbara Quiroz-Garcia – Health and Emergency Services – Community Health Assistant – 02/08/12 – Changes in fund codes

REQUEST PERMISSION TO POST:

12. Community Services – Accounting Clerk – Position vacated by Sandy Lautigar

SHERIFF’S PERSONNEL ACTION ITEMS

HIRES TO COUNTY SERVICE:

13. Christina Voakes – Sheriff’s Office – 911 Dispatcher – 03/12/12 – General Fund – Replacing Megan Miller

ARF-1105

3- I

Regular BOS Meeting

Meeting Date: 03/06/2012

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 2-10-12 and 2-17-12

Submitted For: Valrie Bejarano

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

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 2-10-12 and 2-17-12

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of February 4, 2012, to February 10, 2012, and February 11, 2012, to February 17, 2012.

Attachments

Agreement No. 012012 Noble Building LLC

Agreement with Jean Turney-Shaw

Agreement No. 121011 Amendment #1 Green Tree Construction

Agreement No. 011712 TAPI

Agreement No. 011312 Anderson Collision Center

Agreement No. 020212 Charlie Hall's Wrangler Plumbing

Agreement No. 112811 Amendment #1 Continental Flooring

Agreement with TNFX

Agreement No. 010512 Roadrunner Rubbish Removal

Agreement with Sentinel Technologies

Agreement No. 020512 Mountain Retreat Builders

Agreement No. 020612 Rodriguez Construction

County Manager Approved Contracts Under \$50K for week end 2-10-12 & 2-17-12

Tommie C. Martin, District I
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(928) 425-3231 Ext. 8753

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GILA COUNTY
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Don E. McDaniel Jr., County Manager
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Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 012012

WEATHERIZATION PROJECT NO. HH4020 & HH8388

THIS AGREEMENT, made and entered into this 8th day of February, 2012, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and Noble Building, LLC, of the Town 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 Projects HH4020 and HH8388, 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" HH4020 & Exhibit "B" HH8388

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 30, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 17,629.59 for completion of the projects as outlined in the Scope of Services. (Exhibit "A" = \$7,052.71 & Exhibit "B" = \$10,576.88)

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

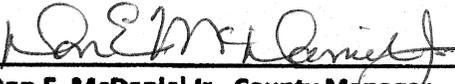
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 012012, 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.

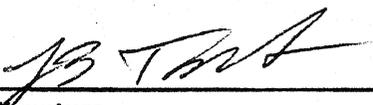
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 2/8/12

NOBLE BUILDING, LLC



Signature

Jedidiah Byron Tanenhaus
Print Name

Date: 1-20-12

APPROVED AS TO FORM



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



236 W. Thompson Road
PAYSON, AZ 85541

Estimate

11/22/2011

Star Valley, AZ 85541
HH#4020

Description	Total
1) Install new 14 SEER Heat Pump with Matching Air handler and Auxiliary Heat Element sized properly for the home. New unit to include manual J calculations. To include new thermostat and all electrical connections.	5,628.02T
2) Install sun screens, 3 on east wall (Total of 3) screen material to be 80% UV or better	187.20T
3) Patch roof	300.00T
4) Seal all ductwork to 1 Pascal or less	523.25T
Option- Upgrade to 16 SEER add \$561.90 to total	

Thank you

Subtotal	\$6,636.47
Sales Tax (6.24%)	\$414.24
Total	\$7,052.71



236 W. Thompson Road
PAYSON, AZ 85541

Estimate

11/22/2011

Payson AZ 85541
HH#6388

Description	Total
1) Install new 95% gas furnace and 2.5 ton 14.5SEER A/C sized properly for the home. New unit to include manual J calculations. To include new thermostat, return air grill and all electrical connections.	6,864.00T
2) Install new ducting to site-built addition	1,528.60T
3) Seal all ductwork to 1 Pascal or less	837.20T
4) Infiltration	300.00T
5) Run T&P to daylight / Water heater draft	408.60T
6) Remove window a/c	50.00T

Thank you

Subtotal	\$8,989.50
Sales Tax (5.68%)	\$587.38
Total	\$10,576.88

excep...

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

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Don E. McDaniel Jr., County Manager
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Joseph T. Heatherly, Finance Director
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TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

DIVISION OF HEALTH AND EMERGENCY SERVICES
5515 S. APACHE AVE, SUITE 300, GLOBE, AZ 85501

PROFESSIONAL SERVICE AGREEMENT
FAMILY PLANNING 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 Jean Turney-Shaw, FNP, of the City of Globe, County of Gila, State of Arizona, hereinafter designated the Subcontractor.

WITNESSETH: That the subcontractor, 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 subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for Family Planning Services (ADHS), Contract No. HG86146.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they possess experience as a Family Nurse Practitioner (FNP). If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Duties/Responsibilities

The subcontractor shall provide reproductive health consulting and physical examination services and shall sign routine standing orders and review medical protocols related to family planning, all in accordance with the ADHS contract and under the general direction of the Health Director of the Office of Health. The subcontractor acknowledges receipt of a copy of the ADHS contract and understands and agrees that all services hereunder shall be provided in strict compliance with the ADHS contract. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses and Certified Family Nurse Practitioners.

The subcontractor shall:

1. Provide the County Division of Health and Community Services a copy of her current certifications and licensure requirements, current immunizations, current CPR card, and copies of all classes and certifications necessary to fulfill her responsibilities as the Nurse Practitioner.
2. Work collaboratively with a physician for consultation or referral on an as-needed basis.
3. Sign an affidavit stating they have never been convicted of a felony or misdemeanor involving moral turpitude.
4. Attend the annual site visit by the state.
5. Follow all policies and procedures as defined by the Arizona Department of Health Services, Reproductive Health/Family Planning Program Policy and Procedure Manual.
6. Provide the County Division of Health and Community Services a list of clients and all data necessary for the quarterly quality assurance report monthly, along with an invoice for services provided that month by the 10th day of the following month.

Reports and Records

The record on a client at the time of physical examination and all other client records shall be retained in the County Office of Health.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

Non-Assignment

The subcontractor shall not assign any right or interest in this agreement without the Office of Health's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

Independent Contractor

In providing services hereunder, the subcontractor is an independent contractor and shall not be deemed an employee of the Office of Health and shall not be entitled to any benefits provided to the Office of Health employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the subcontractor.

ARTICLE II – FEES: As full and complete compensation for the services to be provided hereunder, the Office of Health shall pay to the subcontractor a monthly fee of:

- Initial and annual exams \$50.00 per visit
- Return/Follow-up visits \$25.00 per visit

At the end of the first month this agreement is in effect and at the end of each month thereafter, the subcontractor will submit to the County a demand in the amount of the monthly fee.

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.

ARTICLE IV - INDEMNIFICATION CLAUSE: To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

ARTICLE V – INSURANCE REQUIREMENTS: The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than \$1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide the Office of Health with certificates of insurance evidencing all required policies and shall notify the Office of Health of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Subcontractor 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: Subcontractor 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 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 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.

"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 subcontractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration act and not on the Excluded Parties List.

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 subcontractor 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: Subcontractor shall be paid \$50.00 per initial visit and \$25.00 per return/follow-up visit as stated in Article II, but in no event shall payment exceed \$ 15,600.00 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 Accounts Payable Department receives the invoice from the Subcontractor. Purchase orders sent to the Subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

The subcontractor 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 Subcontractor does not have a current W-9.

Invoices

All payment demands 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.

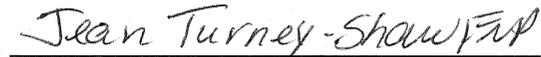
IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER

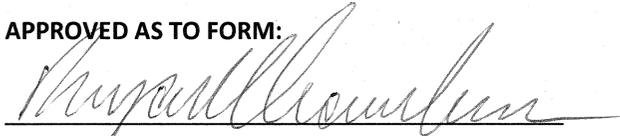

Don E. McDaniel Jr.

SUBCONTRACTOR


Jean Turney-Shaw, FNP


Print Name

APPROVED AS TO FORM:


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

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. 121011
WEATHERIZATION PROJECT NO. HH#8326

AMENDMENT #1

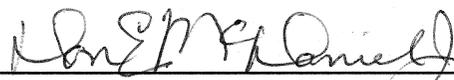
Effective February 6, 2012, Gila County and Green Tree Construction entered into a service agreement whereby the contractor agreed to perform construction services for weatherization project HH8326 in the amount of \$11,145.63.

Amendment No. 1 changes will result in a \$450.00 increase to the project bringing the project amount to \$11,595.63.

See attached **Exhibit "A"** for detailed work description and fees to amendment. This exhibit is made a binding part of the agreement as set forth herein.

All terms, conditions and provisions of the original Contract shall apply and remain the same.

GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 2/8/12

CHARGE THIS INVOICE/DEMAND/REGISTRATION/CC

STATEMENT AS FOLLOWS:

URRD

2001.171_____ URRD11_93 06_01 \$ _____ URRD Other (can use for anything)
2001.171_4320.81 URRD11_93 06_02 \$ _____ URRD VOUCHERS/INVOICES

GILA COUNTY

2000.171_____ HCTY11_91 01_02 \$ _____ GILA OTHER/INVOICES

CARLOTA

2000.171_4320.84 CCC11_93 05_02 \$ _____ CARLOTA VOUCHERS/INVOICES

PGCSC

2000.171_4320.81 PGC09_93 11_02 \$ 450.00 Minor repair - Srs./Cooler Prgm
2000.171_4100.10 PGC09_93 11_03 \$ _____ Office Supplies

DOE/WAP

2000.171_____ DOE11_93 01_01 \$ _____ DOE/WAP Admin
2000.1714340.61 DOE11_93 01_02 \$ _____ DOE/WAP Training
2000.171_4320.84 DOE11_93 01_03 \$ _____ DOE/WAP Home Weatherization
2000.171_4240.10 DOE11_93 01_03 \$ _____ DOE/WAP Travel
2000.171_____ DOE11_93 01_03 \$ _____ DOE/WAP Prgm Operations
2000.171_____ DOE11_93 01_04 \$ _____ DOE/WAP Health & Safety

LIHEAP/WAP

2000.171_____ LHP11_93 02_01 \$ _____ LIHEAP/WAP Admin
2000.171_____ LHP11_93 02_03 \$ _____ LIHEAP/WAP Prgm Operations

SWG/WAP

2000.171_____ SWG11_93 03_01 \$ _____ SWG/WAP Admin
2000.171_4320.85 SWG11_93 03_03 \$ _____ SWG H/S
2000.171_4320.84 SWG10_93 03_03 \$ _____ SWG/WAP

APS/WAP

2000.171_4320.84 APS11_03 04_03 \$ _____ APS Vouchers

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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Don E. McDaniel Jr., County Manager
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Joseph T. Heatherly, Finance Director
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FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

DIVISION OF HEALTH AND EMERGENCY SERVICES
5515 S. APACHE AVE, SUITE 300, GLOBE, AZ 85501

SERVICE AGREEMENT NO. 011712

IMMUNIZATION-COST RECOVERY PROGRAM-BILLING

THIS AGREEMENT, made and entered into this 8th day of February, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the **County**, and **The Arizona Partnership for Immunization**, of the City of Phoenix, State of Arizona, hereinafter designated the **Contractor**.

WITNESSETH: The Contractor 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 Gila County Health Department shall operate vaccination clinics on behalf of Gila County and the Contractor shall coordinate billing services in order for the County Health Department to be compensated for immunization services provided to health plan members.

A. **Billing:** Establish a program operated by the Contractor that would coordinate public health clinics so the County Health Department can be compensated for services to health plan members. All immunization records of the health plan members would be sent to the Contractor for processing using Health Care Spending Account forms for electronic submission of claims to health plans for payment. The Contractor will ensure that the health plans will be claims data and the County Health Department will maintain the Arizona State Immunization System (ASIIS) records for their clients. The County Health Department would receive payment for administration fees services provided to privately insured clients as well as clients listed to be on the Arizona State Medicaid Program Arizona Health Care Cost Containment System (AHCCCS).

Contractor Shall

1. Coordinate contracts for public health services billing with each commercial health plan.
2. Coordinate reimbursement for commercial health plan patients.

3. Communicate with Arizona Department of Health Services (ADHS), Vaccine for Children (VFC) and Arizona State Immunization Information System (ASIIS) to ensure necessary financial collaboration.
4. Contractor agrees to use safe guards to ensure data is Health Insurance Portability and Accountability Act (HIPAA) compliant and patient data protected.
5. Contractor will make available support equipment recommendations based on industry standards.
6. Contractor will offer education services on claims processed for the County Health Department Immunization Clinics when requested.
7. Contractor will offer general immunization education and updates to County Health Department staff as needed and requested.
8. Contractor will conduct six (6) yearly open forum meetings updating key public and private stakeholders about the public health billing process.
9. For the billing process Contractor will:
 - a. Centralize roster claims data
 - b. Process Claims on behalf of the County Health Department
 - c. Communicate information for each individual health plan
 - d. Receive payment for submitted claims.
 - e. Reimburse the County Health Department for a portion of the claims payments received.

HIPAA (Health Insurance Portability and Accountability Act)

The parties acknowledge that the County Immunization Program is a "covered entity" as defined in 45CFR 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and provides individually identifiable health information of the Public Health Institute (PHI) (as defined by HIPAA) to the Contractor as a Business Associate (as defined by HIPAA), the Business Associate Agreement is set forth in this Contract.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss

investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 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.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **(Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501)** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Gila County Purchasing, 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 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.

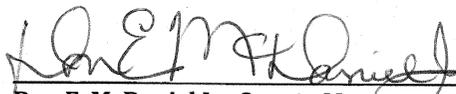
ARTICLE 14- TERM: The term of the contract shall commence the date signed by the County Manager and continue in full force and effect for twelve (12) months unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, 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.

ARTICLE 15 - PAYMENT/BILLING: The Contractor agrees to pay the County as follows:

1. For the first year of the pilot period, startup costs and support have been deferred by the Contractor. As a result the Contractor will receive thirty percent (30%) of the claims received.
2. Over time the percentage will go down as more counties and public health clinics share the cost of the program.
3. All changes in percentage will be done through an amendment to this contract in writing and signed by both parties.

IN WITNESS WHEREOF, two (2) identical counterparts of Agreement No. 011712, 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.

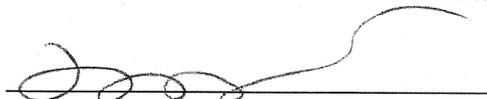
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 2/8/12

THE ARIZONA PARTNERSHIP FOR IMMUNIZATION



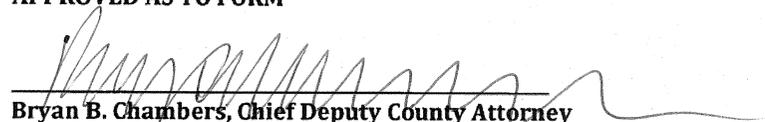
Signature

Jennifer Tinney

Print Name

Date: 1/26/12

APPROVED AS TO FORM



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

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
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FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 013112
CHEVROLET TAHOE (B-119) BODY REPAIR

THIS AGREEMENT, made and entered into this 15th day of February, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the **County**, and Anderson Collision Center, of the Town 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 to perform body repair of a 2001 Chevrolet Tahoe (B-119) in a good and workmanlike and substantial manner and to the satisfaction of the County.

Vehicle Information:

- Year and Make: 2001 Chevrolet
- Model: Tahoe 4x4 LS
- Body Style: 4D UTV
- VIN Number: 1GNEK13T51R205474
- County ID: B-119 (S.O.)

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. 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.

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 15, 2012.**

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid pursuant to the fee schedule in Section 1 of this agreement but in no event shall payment exceed \$ 2,163.76 without prior written approval from the County.

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 Agreement 013112, 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.

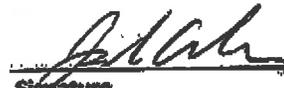
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 2/15/12

ANDERSON COLLISION CENTER



Signature

Jake Anderson

Print Name

Date: 2/1/2012

APPROVED AS TO FORM



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

ANDERSON COLLISION CENTER

Anderson Collision Center Inc
PO Box 3276, 1506 W Bravo Taxiway Payson AZ,
PAYSON, AZ 85541
Phone: (928) 468-2482
FAX: (928) 474-4772

Workfile ID: 69272b84
Federal ID: 770642623
License Number: PY8072

Preliminary Estimate

Customer: Gila County

Written By: Dennis

Insured: Gila County Policy #: Claim #: Peeling Paint
Type of Loss: Date of Loss: Days to Repair: 11
Point of Impact: 19 All Over

Owner: Gila County
5320 E Hwy 260
Payson, AZ 85541
(928) 468-2805 Business
(928) 951-3705 Cellular

Inspection Location: ANDERSON COLLISION CENTER
PO Box 3276
1506 W Bravo Taxiway Payson AZ
PAYSON, AZ 85541-3276
Repair Facility
(928) 468-2482 Business

Insurance Company:

VEHICLE

S.O. B-119

Year: 2001 Body Style: 4D UTV VIN: 1GNEK13T51R205474 Mileage In: 183651
Make: CHEV Engine: 6-5.3L-FI License: CC-76404 Mileage Out:
Model: TAHOE 4X4 LS Production Date: State: AZ Vehicle Out:
Color: White Int: Condition: Good Job #:

- | | | | |
|------------------------|----------------------------|-------------------|------------------|
| 4 Wheel Disc Brakes | Clear Coat Paint | Keyless Entry | Power Windows |
| 4 Wheel Drive | Cloth Seats | Luggage/Roof Rack | Privacy Glass |
| Air Conditioning | Cruise Control | Message Center | Rear Defogger |
| Alarm | Driver Air Bag | Overdrive | Rear Step Bumper |
| Aluminum/Alloy Wheels | Dual Air Condition | Overhead Console | Search/Seek |
| AM Radio | Dual Mirrors | Passenger Air Bag | Stereo |
| Anti-Lock Brakes (4) | FM Radio | Power Brakes | Tilt Wheel |
| Automatic Transmission | Front Side Impact Air Bags | Power Locks | |
| Body Side Moldings | Heated Mirrors | Power Mirrors | |
| CD Player | Intermittent Wipers | Power Steering | |

1005.300.340.000.4130.62

Req. 2012-282

Preliminary Estimate

Customer: Gila County

Vehicle: 2001 CHEV TAHOE 4X4 LS 4D UTV 8-5.3L-FI White

Line	Operation	Description	Qty	Extended Price \$	Labor	Paint	
1		HOOD					
2 #	R&I	Bugshield			0.5		
3 *	Rpr	Hood Tahoe			<u>2.0</u>	3.0	
4		Add for Clear Coat				1.2	
5		REAR DOOR					
6 *	Rpr	LT Door shell			<u>1.0</u>	2.3	
7		Overlap Major Adj. Panel				-0.4	
8		Add for Clear Coat				0.4	
9	R&I	LT Belt w/strip			0.3		
10 *	R&I	LT Body side mldg Tahoe			<u>0.2</u>		
11		ROOF					
12	R&I	Headliner w/o rear AC graphite			2.4		
13 #	R&I	CB Ant.			1.0		
14 *	Rpr	Roof panel w/lugg carr			<u>4.0</u>	4.7	
15		Overlap Major Adj. Panel				-0.4	
16		Add for Clear Coat				0.9	
17	R&I	RT Molding strip			0.3		
18 #	Subl	Hazardous waste removal	1	5.00 X			
19	R&I	LT Molding strip			0.3		
20		Rpl luggage rack			1.0		
21 *	R&I	Cross rail			<u>Incl.</u>		
22 *	R&I	RT Side rail			<u>Incl.</u>		
23 *	R&I	LT Side rail			<u>Incl.</u>		
24		QUARTER PANEL					
25 *	Rpr	LT Quarter panel			<u>1.0</u>	2.7	
26		Overlap Major Adj. Panel				-0.4	
27 *		Add for Clear Coat				0.5	
28	Refn	Fuel door				0.3	
29 *		Add for Clear Coat				0.1	
30	R&I	Fuel door			0.3		
31	R&I	LT Applique panel			<u>Incl.</u>		
32	Repl	RT Nameplate "LS"	1	15.80	0.2		
33	R&I	LT Glass GM tinted			2.0		
34 #	Repl	Urethane kit	1	10.00			
35 #		Cover car	1	5.00 X			
36		REAR LAMPS					
37	R&I	High mount lamp w/o Escalade w/dual swing doors			0.3		
38		REAR BUMPER					
39	R&I	R&I bumper assy			1.0		
SUBTOTALS					35.80	17.8	14.9

Preliminary Estimate

Customer: Gila County

Vehicle: 2001 CHEV TAHOE 4X4 LS 4D UTV 8-5.3L-FI White

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			25.80
Body Labor	17.8 hrs @	\$ 50.00 /hr	890.00
Paint Labor	14.9 hrs @	\$ 50.00 /hr	745.00
Paint Supplies	14.9 hrs @	\$ 30.00 /hr	447.00
Miscellaneous			10.00
Subtotal			2,117.80
Sales Tax	\$ 472.80 @	9.7200 %	45.96
Grand Total			2,163.76

FOR YOUR PROTECTION ARIZONA LAW REQUIRES THE FOLLOWING STATEMENT TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR1GC00, CCC Data Date 1/10/2012, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2010 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

CCC Pathways - A product of CCC Information Services Inc.

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. 020212
SEWAGE EJECTOR PUMP INSTALLATION

THIS AGREEMENT, made and entered into this 15th day of February, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Charlie Hall's Wrangler Plumbing & Pump, of the Town 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 in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Public Works Division.

Contractor shall provide all labor and material to install one (1) new sewage ejector pump for the septic system at the Star Valley Maintenance Yard.

The service includes pumping 4,000 gallons from the septic system in order to gain access to the pump.

Contract Fee's

Material and labor for service: \$2,605.59 (tax included)

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee 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.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **(Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501)** and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Gila County Purchasing, 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 **February 29, 2012.**

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$2,605.59 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

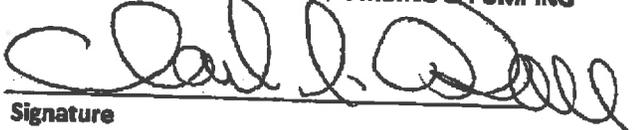
IN WITNESS WHEREOF, two (2) identical counterparts of Agreement No. 020212, each for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 2/15/12

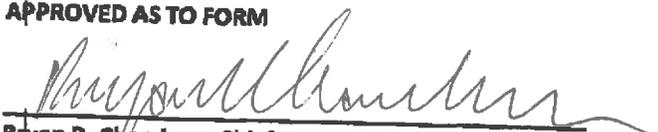
CHARLIE HALL'S WRANGLER PLUMBING & PUMPING


Signature

Charles S. Hall
Print Name

Date: 2-6-12

APPROVED AS TO FORM


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

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. 112811
FLOORING INSTALLATION GUERRERO BUILDING REMODEL

AMENDMENT #1

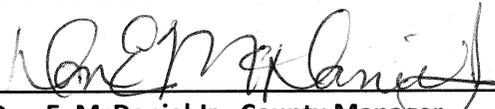
Effective December 8, 2011, Gila County and Continental Flooring Company, USA entered into a Contract whereby the contractor agreed to provide Flooring and Installation for the Guerrero Building Remodel Project in a good and workmanlike and substantial manner and to the satisfactory of the County Under the direction of the Gila County Facilities Manager or designee.

Amendment No. 1 to the agreement will provide to furnish and install vinyl plank and credit for carpet shortage. See attached.

Cost for additional work will be \$478.50 bringing the total cost of the project to \$25,037.20.

All terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period.

GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 2/15/12

CHANGE ORDER REQUEST

Project: Guerrero Remodel

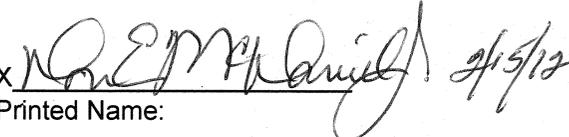
Date: 2/15/2012 **Job Number:** 434931

General Contractor: Gila County

Attn: Bob Hickman PO# 2012-00000394

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
Furnish and Install Vinyl Plank	180	SF	5.37	\$ 966.60
Credit for Carpet Shortage	29	SY	-17.80	\$ (516.20)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Tax 6.24%	1	TAX	28.10	\$ 28.10
Total Change Order Amount:				\$ 478.50

Please sign, date and return via fax to (480) 945-2603. If you have any questions or concerns please call me at (480) 281-1282

X  2/15/12 X _____
 Printed Name: _____ Signature & Date: _____

By signing you are acknowledging that you have the authority to approve this change order, and are authorizing us to proceed with the above listed billable work for the above listed amount. By signing you also agree to all terms and conditions above and agree to remit payment upon receiving invoices.

Sincerely,

Mike Donoho
 Project Manager
 Continental Flooring Company



**The Need For Xpeed (TNFX)
Software Hosting Agreement**

THIS SERVICE AGREEMENT is entered into this 2nd day of February, 2012 between The Need For Xpeed, INC. (hereafter referred to as "TNFX"), having its principal place of business at 2344 E. Gelding, Phx, AZ . P. O. BOX 54578 Phoenix, AZ 85078-4578 and Gila County Juvenile Detention (Medical) (hereafter referred to as the "Client") located at, 1425 E. South Street, Globe, AZ 85501 WHEREAS TNFX and CLIENT entered into a month to month Software Hosting Agreement provided for Client to access Clients software known as Altapoint, a licensed, and approved software. (hereafter referred to as "software")

WHEREAS TNFX, and the parties hereby agree as follows:

1. The "Software" is to physically reside at the "Secure TNFX Data Center". The CLIENT will receive a unique login/password for each seat(s)/workstation(s) for access to the Secure TNFX Data Center. The CLIENT will have access to a secured and exclusive Data Base. The CLIENT can access their Data Base from any computer, or location with modem connection, utilizing their exclusive login/password provided by TNFX. This "Secured Facility" features; HIPAA Compliant Software, Data Backup and Storage, Data Disposal, Redundancy of Physical Environment, Disaster Recovery, Trained, Authorized and Knowledgeable Personnel.
2. Upkeep of all data pertinent to maintaining their business status for and on behalf of CLIENT is a TNFX responsibility and shall include maintenance and updating of clients software. The "CLIENT" will also have the responsibility of backing up their data and is ultimately responsible for the safe keeping in a HIPAA compliant manner of their Healthcare provider's data.
3. The CLIENT shall submit, via Credit Card on file, or Business Check, all fees due and payable monthly to TNFX, in order to maintain access to the Secure TNFX Data Center.
4. TNFX will provide at the Secure TNFX Data Center, data backups and all software updates. The updates will be performed at the Secure TNFX Data Center at scheduled and designated times.
5. TNFX grants to CLIENT a non-exclusive agreement to access the "software". If CLIENT wishes to add additional seats/workstations with concurrent access to the software, CLIENT shall acquire additional "seats" from TNFX at the then applicable per seat price.
6. CLIENT will be required to pay One hundred twenty- nine (\$129.00) per seat/workstation per month, payable to TNFX. The CLIENT may purchase additional seats/workstations for one hundred twenty - nine dollars and zero cents (\$129.00) per seat/workstation per month. (This is AltaPoint current subscription rate) This price will be held for one (1) year from the origination of this contract.

This will provide the Client the opportunity to be HIPAA compliant as to ANSI transmission format and Data Security. This monthly fee includes software updates, Data Center Support, as well as 24 hour access to the TNFX Internet support site for updates, software tips and on-line newsletters. HIPAA is the acronym for "Health Insurance Portability and Accountability Act" of 1996. (Public law 104-191) HIPAA requires that virtually all-healthcare organizations adhere to new standards for security, privacy and health information management.

7. There are no other agreements, promises, representations or warranties of any kind that induced the parties into entering into this Agreement that are not contained in this Agreement. Any modifications to this Agreement must be in writing and signed by both parties or will not be recognized or legally binding. Any portions of the Software Hosting Agreement between the parties that are not expressly modified by this Agreement shall remain in full force and effect.

8. The software residing at the secure TNFX Data Center is the property of CLIENT. CLIENT reserves the right to at anytime transfer their data to their own secure site. In the event CLIENT desires to store data at CLIENTS own secure site CLIENT agrees to give TNFX a 30 day written notice.

Attachment "A" by mention is made a binding part of this agreement as set for herein.

IN WITNESS WHEREOF, the signatures below testify to parties agreement to the terms of this Software Hosting Agreement.

Signature _____ (digital)
THE NEED FOR XPEED, INC.

Name Barry Schofield

Signature _____

Name Don E. McDaniel Jr., Gila County Manager

1400 E. Ash Street

Street Address

Globe, Arizona 85501

City, State & Zip Code

Date 2/15/12

Please fax completed agreement back to 602-788-2622.

APPROVED AS TO FORM:

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

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 "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that 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."

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. 010512
GCCC TRASH REMOVAL SERVICE FOR PAYSON CAMPUS

THIS AGREEMENT, made and entered into this 15th day of February, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the **County**, and Roadrunner Rubbish Removal, of the Town 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 agrees to provide sanitation service for Gila County Community College (GCCC) located at 201 N. Mudsprings Road, Payson, Arizona, 85541.

The Contractor agrees to obtain and keep current any and all Federal, State and Local license, certifications and permits required for the operation of the business conducted by the Contractor in order to provide the service provided herein.

Scope

- The contractor shall provide a six (6) yard dumpster, supplies, equipment and manpower necessary for the adequate collection, removal, and disposal of trash from the specified location point.
- Pick-ups will be one (1) time per week on Friday.
- Disposal of trash shall be done in accordance with local, state, and federal regulations.
- All costs associated with dumping the trash at a landfill shall be the responsibility of the contractor and shall be include in the monthly pricing.
- All dumpsters must be maintained in good operating condition at all times by the Contractor.
- Inoperable or unsanitary containers must be changed out within fourteen (14) days from the date of request by the college.

Fee

- 4 Pickup's per Month \$75.00
- Extra Pickup for Month's containing a 5th Friday \$40.00

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. 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

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**".

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, Arizona, 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, 1400 E. Ash St., Globe, Arizona, 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 35-301.06(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: This contract is an "in kind" service that is part of the Intergovernmental Agreement between Gila County Community College District (Provisional) and Gila County Pertaining to Economic Development and Preservation of Education Facilities. The IGA terminates on June 30, 2012.

The term of the contract shall commence on **January 1, 2012** and terminate on **June 30, 2012**.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid pursuant to the fee schedule in Article 1 of this agreement but in no event shall payment exceed \$ 530.00 without prior written approval from the County.

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

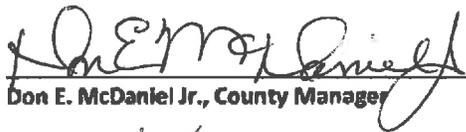
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 010512, each for all purposes shall 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: 2/13/12

ROADRUNNER RUBBISH REMOVAL


 Signature

Jon A. Adams
Print Name

Date: 1-6-12

APPROVED AS TO FORM


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



APPENDIX A

Customer Name: Gila County

Street Address: 1400 E Ash Street

City, State, Zip: Globe, AZ 85501

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Gila County (Customer) with principal offices at 1400 E. Ash Street, Globe, AZ 85501 is hereby amended to include the following:

Commencement Date 1-20-12 Agreement No. _____ Addendum No. 014

Resale of Cisco SMARTnet maintenance as outlined in attached Appendix B.

AZ State Contract EPS060043-29-A4

CUSTOMER:
Gila County

Signature: *Don E. McDaniel Jr.*

Printed Name: Don E. McDaniel Jr.

Title: Gila County Manager

Date: 2/15/12

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: *Brad Faubion*

Printed Name: Brad Faubion

Title: GM-Phx

Date: 2-1-12

APPROVED AS TO FORM

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



APPENDIX B

Customer Name: Gila County

Street Address: 1400 E. Ash Street

City, State, Zip: Globe, AZ 85501

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Gila County (Customer) with principal offices at 1400 E. Ash Street, Globe, AZ 85501 is hereby amended to include the following:

Commencement Date 1-20-12 Agreement No. _____ Addendum No. 014

PROJECT SCHEDULE

Customer agrees to pay Contractor for services in accordance with the following schedule:

		<u>Gila County</u>						
Part Number	Serial Number	Begin Date	End Date	Qty	Unit	Ext. Price	Special Notes	
Cisco direct, 8x5xNBD Parts Only Support								
CON-SU1-ASIP20K9	ASA-SSM-AIP-20-K9=	JAF1452BBQM	20-Jan-12	19-Jan-13	1	\$ 2,232	\$ 2,232	
						Total	2,232	

Terms: Net 30 days. Cisco equipment maintenance contracts are for a twelve (12) month term. No deletions or cancellations are allowed.

This quote is valid for 30 days from 1/20/2012.

Attachment "A" by mention is a binding part of this agreement as set for herein.

CUSTOMER:
Gila County
Signature: *Don E. McDaniel Jr.*
Printed Name: Don E. McDaniel Jr.
Title: Gila County Manager
Date: 2/15/12
P.O. #: _____

CONTRACTOR:
Sentinel Technologies, Inc.
Signature: *B. Foubion*
Printed Name: Bruce Foubion
Title: GM-Phx
Date: 2-1-12

APPROVED AS TO FORM
Bryan B. Chambers
Bryan B. Chambers, Chief Deputy County Attorney

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."

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. 020512
WEATHERIZATION PROJECT NO. HH6916

THIS AGREEMENT, made and entered into this 15th day of February, 2012, by and between Gila County, 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 HH6916, 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 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 30, 2012**.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **\$ 9,546.16** 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. 020512**, 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



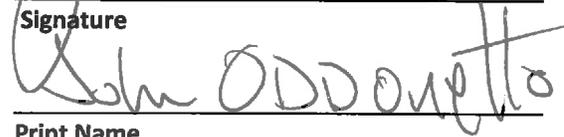
Don E. McDaniel Jr., County Manager

Date: 2/5/12

MOUNTAIN RETREAT BUILDERS, llc



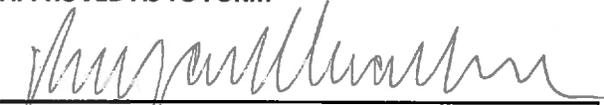
Signature



Print Name

Date: 2-7-2012

APPROVED AS TO FORM



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

Exhibit "A"

Mountain Retreat Builders, LLC.

ROC #170186

745 E. Senita Dr.
Globe AZ 85502
Phone 928-606-4674

**Weatherization Scope of
Work ESTIMATE**

HH# 6916

DATE : NOVEMBER 29TH, 2011

TO:

Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

	DESCRIPTION		AMOUNT
	Add 2 ton 14 seer heat pump system, 10k electric down flow furnace. Line set, thermostat ,duct seal Water heater room needs to be sealed up and supply lines re done .Water heater will have to be removed.. Electric need wiring re-due also for health n safety Both front and back doors new TLC on weather-stripping Miscellaneous sealing of wall, windows for infiltration, Install a dryer exhaust wt dampener thru exterior wall Approximately 40sq ft sun screens Re Coat Roof Tax @ 9.6		\$6455.00 \$ 625.00 \$ 225.00 \$ 455.00 \$ 275.00 \$ 675.00 \$ 836.16
		TOTAL	\$ 9,546.16

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 020612

WEATHERIZATION PROJECT NO. HH2213, HH4722

THIS AGREEMENT, made and entered into this 15th day of February, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Rodriguez Construction, of the Town 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 Projects HH2213 and HH4722, 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" HH2213 & Exhibit "B" HH4722

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 "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily

injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

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

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an

extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and

Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor 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 30, 2012.**

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 23,138.81 for completion of the projects as outlined in the Scope of Services. (Exhibit "A" = \$13,313.60 & Exhibit "B" = \$9,825.21)

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

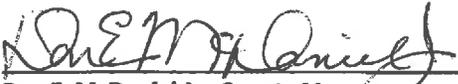
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 020612, 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: 2/15/12

RODRIGUEZ CONSTRUCTION INC.



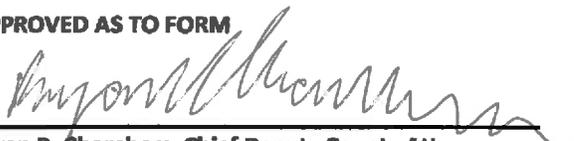
Signature

Abel Rodriguez

Print Name

Date: 2-7-12

APPROVED AS TO FORM



Bryan B. Chambers, Chief Deputy County Attorney
for Dalsy Flores, County Attorney



Exhibit "A"

Estimate

P. O. Box 13
Miami, AZ 85539
928-425-7244
928-425-5337

RES/COMM. LIC. #
ROC247373K42
RES. #ROC247371B
COMM. # ROC247372 B-01
rodriguezconst@hotmail.com

1/2/2012	25
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Gila County Housing
5515 South Apache Avenue
P. O. Box 1254
Globe, AZ 85502
Attn: Valrie

Ship To

Globe, AZ 85501
HH # 2213

Rodriguez Constructions Inc. hereby proposes to submit an estimate to preform the following work:

Description	Qty	Cost	Total
1. AIR SEALING: 3396 CFM50 at 70.00 per every 100 CFM (electric)	34	70.00	2,380.00
2. DUCT SEALING: 254 CFM50 reduction in duct leakage ,electric (included in HVAC, see below)	1	1,062.50	1,062.50
3. MOBILE HOME ROOF INSULATION: Does not apply, currently has R-19 insulation		0.00	0.00
4. MOBILE HOME BELLY INSULATION: Install 455 SF of R -19 insulation with new belly pan liner	455	3.00	1,365.00
5. CFL's and other LCNC		250.00	250.00
6. INSTALL HEAT PUMP WATER HEATER: Does not apply, the current cabinet of existing water heater is too small of an area for the retrofit and new appliance would exceed the \$1700.00 maximum.		0.00	0.00
7. REFRIGERATOR REPLACEMENT: Does not qualify.		0.00	0.00
8. INSTALL LOW-E STORM WINDOWS ON THE EAST, WEST AND NORTH FACING WINDOWS: 99.5 SF	99.5	15.00	1,492.50
Install a 2.5 ton heat pump split system, to be 14 SEER with electrical emergency 10KW heater, condenser with pad, evaporative coil, copper line and drain system, 230 disconnect and digital thermostat.		5,887.50	5,887.50
Sales Tax 6.24%		776.10	776.10
Admin Fee		100.00	100.00
			\$13,313.60

Respectfully Submitted,
Art I. Rodriguez



Exhibit "B"

Estimate

P. O. Box 13
Miami, AZ 85539
928-425-7244
928-425-5337

RES/COMM. LIC. #
ROC247373K42
RES. #ROC247371B
COMM. # ROC247372 B-01
rodriguezconst@hotmail.com

1/2/2012	21
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Gila County Housing
5515 South Apache Avenue
P. O. Box 1254
Globe, AZ 85502
Attn: Valrie

Ship To

Globe, AZ 85501
HH # 4722

Rodriguez Constructions Inc. hereby proposes to submit an estimate to preform the following work:

Description	Qty	Cost	Total
1. AIR SEALING: Does not apply, current air infiltration is within the Building Airflow Standards		0.00	0.00
2. DUCT SEALING: 250 CFM50 reduction in duct leakage (natural gas)	2.5	425.00	1,062.50
3. MOBILE HOME ROOF INSULATION: Does not apply, currently has an R-19 value.		0.00	0.00
4. MOBILE HOME BELLY INSULATION: Does not apply, currently the belly in insulated with original belly pan in good condition.		0.00	0.00
5. CFL and other LCNC:		250.00	250.00
6. INSTALL HEAT PUMP WATER HEATER: Does not apply, current cabinet of existing water heater is too small of an area for this appliance. (Cost of retrofit and new appliance would exceed the \$1700.00 maximum)		0.00	0.00
7. REFRIGERATOR REPLACEMENT: 600 kWh/yr	1	787.00	787.00
8. INSTALL LOW-E WINDOWS ON THE EAST, WEST AND NORTH FACING WINDOWS: 85 SF	85	15.00	1,275.00
•A/C Split System: Install new 60,000 BTU (Heating)/22,000 BTU (Cooling) 14.5 SEER A/C split system as specified to code. This unit will be 95% efficient manufactured by RUUD. Neatly tie into existing duct work. Install new T-Stat and flue liner. Install the higher efficiency rated AFUE Energy Star for a manufactured home. The digital thermostat will be included along with any needed duct work, registers, and main disconnect to code. One (1) new return (filtered) will be installed.		5,779.50	5,779.50
1)A new split system 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 unit will have a minimum 30" front clearance when installed.			
5)The temp rise and match to unit will be checked (PMI).			
6)Inspect ducts & seal any joints or other leaks in supply or return ducts. The duct system has leaks that will require repairs.			

Thank you for your business.

Respectfully Submitted,
Art I. Rodriguez

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

February 4, 2012 to February 10, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
012012 Noble Building, LLC	Weatherization Project HH4020 & HH 8388	\$17,629.59	2-8-12 to 4-30-12	2-8-12	Expires	Construction, labor and material for community service weatherization projects HH4020 & HH8388.
- Jean Turney-Shaw	Family Planning Consulting Services	\$15,600.00	1-1-12 to 12-31-12	2-8-12	Renewable for 2 more 1 yr terms	Provide family planning consulting services for the Gila County Health Department.
121011 Green Tree Construction	Amendment #1 to Weatherization Project HH8326	\$450.00	12-21-11 to 3-31-12	2-8-12	Expires	Increase in work required for community service weatherization project HH8326.
011712 TAPI	Immunization-Cost Recovery Program-Billing	30% claims received	2-1-12 to 1-31-13	2-8-12	Renewable for 2 more 1 year terms	Billing services for County Health Dept. for immunization services provided to health plan members.

February 11, 2012 to February 17, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
013112 Anderson Collision Center	Body Repair for 2001 Chevrolet Tahoe (B-119)	\$2,163.76	2-15-12 to 3-15-12	2/15/12	Expires	Body repair for Sheriff's Office Tahoe B-119.
020212 Charlie Hall's Wrangler Plumbing	Sewage Ejector Pump Installation	\$2,605.59	2-15-12 to 2-29-12	2/15/12	Expires	Labor and material to install a new sewage ejector pump in the septic system at the Star Valley Maintenance Yard.
112811 Continental Flooring Co.	Amendment #1 for Flooring Installation in Guerrero Building	\$487.50	2-15-12 to 2-27-12	2/15/12	Expires	Install vinyl plank flooring to back hallway of Guerrero Building in place of carpet.
- TNFX	Electronic Medical Records/Charting	\$3,096.00	2-15-12 to 2-1-13	2/15/12	Expires	Software hosting agreement for electronic records and charting for the Gila County Juvenile Detention center.

010512 Roadrunner Rubbish Removal	GCCC Trash Removal Service for Payson Campus	\$530.00	2-15-12 to 6-30-12	2/15/12	Expires	Trash removal for Payson GCCC campus as part of intergovernmental agreement ending 6-30-12.
- Sentinel Technologies	Maintenance Agreement for Cisco SMARTnet	\$2,232.00	2-15-12 to 1-19-13	2-15-12	Expires	Maintenance agreement for county's intrusion protection system, module in firewall to protect against real time threats.
020512 Mountain Retreat Builders	Weatherization Project HH6916	\$9,546,16	2-15-12 to 4-30-12	2-15-12	Expires	Construction, labor and material for community service weatherization project HH6916
020612 Rodriguez Construction	Weatherization Project HH2213, HH4722	\$23,138.81	2-15-12 to 4-21-12	2-15-12	Expires	Construction, labor and material for community service weatherization projects HH2213, HH4722