

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, APRIL 17, 2012 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **PRESENTATIONS:**
 - A Public recognition of 5 employees for March's "Spotlight on Employees" Program, as follows: Paula Horn, Malinda Benedetto, Mark Gann, JoNelle Greenwalt and Ginger Horta. **(Erica Raymond)**
 - B Presentation of the 2011 financial audit findings by Dennis Osuch, partner of CliftonLarsonAllen. **(Joseph Heatherly)**
- 3 **PUBLIC HEARINGS:**
 - A **Public Hearing** - Information/Discussion/Action to approve Order No. LL-12-03, a liquor license application submitted by Karen Spaulding for a new Series 12 restaurant license at the Bar Eleven Ranch and Grill located in the Lake Roosevelt area. **(Marian Sheppard)**
- 4 **REGULAR AGENDA ITEMS:**
 - A Information/Discussion/Action to adopt Proclamation 12-03 proclaiming the week of April 22-28, 2012, as National Crime Victims' Rights Week in Gila County. **(Liz Fetterman)**
 - B Information/Discussion/Action to adopt Proclamation No. 12-04 proclaiming April 22-28, 2012, as the Week of the Young Child™ in Gila County and to encourage all citizens to work to make a good investment in early childhood in Gila County, Arizona. **(Hazel Chandler)**
 - C **(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 a three-year License Agreement between the Gila County Library District and Recorded Books, LLC for a OneClickdigital subscription plan for digital audio books for all library users in Gila County from July 1, 2012, through June 30, 2015, at a cost of \$5,000 per year for a total not to exceed amount of \$15,000, and authorize the Chairman to sign the Agreement. **(Jacque Griffin)**

- D Information/Discussion/Action to approve the renewal application on behalf of the Gila County Library District for the "First Things First Community-Based Literacy Grant" (FTF-RC004-11-0272-01-Y2) in the amount of \$85,000 for fiscal year July 1, 2012, through June 30, 2013. **(Jacque Griffin)**
(Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)
- E Information/Discussion/Action to authorize the posting of Gila County Notice of Public Auction for Used Highway Guardrail in the Arizona Silver Belt for thirty days beginning April 18, 2012, to May 16, 2012. **(Don McDaniel)**
- F Information/Discussion/Action to adopt Resolution No. 12-04-02, which authorizes the execution of an Intergovernmental Agreement IGA/JPA 11-028I between Gila County and the State of Arizona, Department of Transportation, for pedestrian rest shelters in the Pine/Strawberry area of Gila County.
(Steve Sanders)
- G Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 033012-1 for MC-800 liquid asphalt for Gila County road repair and maintenance. **(Steve Stratton)**
- H Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 012312-1 for the purchase of 4 new 3/4 ton 4x4 trucks; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Stratton)**

5 **CONSENT AGENDA ACTION ITEMS:**

- A Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 061311-1 between Gila County and Wright Asphalt Products Co. for MC-800TR chip seal oil, to extend the contract for 12 months from April 6, 2012, to April 5, 2013.
- B Approval of Amendment No. 3 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to extend the period of performance from March 31, 2012, to March 31, 2013, and increase the contract amount by \$25,000 for a total contract amount of \$100,400 for payment coverage of continuing detention services.
- C Authorization for the Gila County Attorney's Office to electronically submit a FY 2013 Grant Application to the Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Program, in the amount of \$67,727 to renew grant funding and approve any required match funding requirement up to 25% from the General Fund.
- D Approval to adopt Resolution 12-04-01 naming one road in Gila County to be called N. Byrne Lane.

- E Approval to accept the updated and corrected membership list for the Gila County Cooperative Extension Advisory Board.
 - F Approval to reappoint David (Smokey) Slaughter to the Northern Gila County Range Commission for a new three-year term beginning March 31, 2012, and ending March 30, 2015.
 - G Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Copper Dust Stampede Rodeo on May 12-13, 2012,
 - H Approval of the March 27, 2012, and the April 3, 2012, BOS meeting minutes.
 - I Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 17 to March 23, 2012, and March 24 to March 30, 2012.
 - J Approval of finance reports/demands/transfers for the weeks of April 10, 2012, and April 17, 2012.
- 6 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.
- 7 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

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

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

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

ARF-1168

Presentation Agenda Item 2- A

Regular BOS Meeting

Meeting Date: 04/17/2012

Submitted For: Berthan **Submitted By:**

DeNero,
Human
Resources
Director

Erica Raymond, Human Resources
Assistant, Human Resources

Department: Human Resources

Presenter's Name: Erica
Raymond

Information

Request/Subject

March 2012 "Spotlight on Employees" Program.

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: teamwork, quality, morale building, integrity, customer service and initiative.

Evaluation

n/a

Conclusion

n/a

Recommendation

To allow the Human Resources Department to publicly recognize 5 employees for March 2012 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of 5 employees for March's "Spotlight on Employees" Program, as follows: Paula Horn, Malinda Benedetto, Mark Gann, JoNelle Greenwalt and Ginger Horta. **(Erica Raymond)**

ARF-1186

Presentation Agenda Item 2- B

Regular BOS Meeting

Meeting Date: 04/17/2012

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

Department: Finance Department

Presenter's Name: Joseph Heatherly /
Dennis Osuch

Information

Request/Subject

Presentation of 2011 Financial Report, Single Audit Report and Findings

Background Information

Audit findings of Gila County finances for 2011 identified 22 items that necessitated reporting. The following major areas of noncompliance were: internal control over compliance (7) and internal control over financial reporting (15). Of the 7 items in compliance, 2 were classified as material weaknesses and 5 were significant deficiencies. Of the 15 items in financial reporting all were material weaknesses. Major areas centered for the findings were Finance (2), Schools (8), IT (1), and combination of others (11).

Evaluation

The results for this year are not truly representative of the changes to procedures that have been implemented since they were not in place until September of 2011. It does show to all external parties that for the first time in at least 5 years Gila County is current in meeting its reporting requirements. There are still numerous issues outstanding that must be addressed and will require the assistance and coordination between the Finance Department and several staff departments and elected offices. Several of the issues are common to multiple departments and some are specific to certain departments, which have also been outstanding for several years.

Conclusion

This was a significant undertaking to meet this deadline and for the first time in at least 6 years, Gila County has met the filing deadline. There are many issues that are still open and exist, which must be addressed in order to actually get to the point where all of the material audit findings are eliminated and truly have sound financially responsible policies, procedures and reach a point of financial stability. With all this said, Gila County has really made some significant strides in the past 18 months and the 2011 financial and audit reports reflect those past efforts.

Recommendation

de

The Finance Director recommends the continuation of the evaluation of existing County policies and procedures. Concurrently, new controls should be developed and existing procedures be modified in order to establish key control parameters and segregation of duties to ensure that proper GAAP, ARS, and UMAC guidelines are implemented.

Suggested Motion

Presentation of the 2011 financial audit findings by Dennis Osuch, partner of CliftonLarsonAllen. **(Joseph Heatherly)**

Regular BOS Meeting**Meeting Date:** 04/17/2012

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

Department: Clerk of the Board of Supervisors**Presenter's Name:** Marian SheppardInformationRequest/Subject

Gila County Order No. LL-12-03, a Liquor License Application submitted by Karen Spaulding for the Bar Eleven Ranch and Grill.

Background Information

Karen Spaulding has submitted an application to the Arizona Department of Liquor Licenses and Control (Department) for a new Series 12 Restaurant license for the Bar Eleven Ranch and Grill located in Globe. (The application states that this establishment is located in Globe; however, the Sheriff's Office provided notification to the Chief Deputy Clerk of the Board that the establishment is actually located in the Lake Roosevelt area.) Part of the statutory process is once the Department accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's review of the application, a recommendation is then issued by the local governing, which in Gila County it is the Board of Supervisors (Board), to the Department to either approve, deny or issue a "no recommendation" decision.

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

Evaluation

This application has been forwarded to the Gila County Clerk of the Board of Supervisors' Department for submission to the Board. An internal review has been conducted by both the Gila County Community Development Division and the Health Department. The Health Department and Community Development Division have visited the establishment and don't have any issues with regard to other permits required by Gila County. Both departments have no objections with regard to this liquor license application.

Conclusion

This application has been reviewed by several County departments with no objections and no one has submitted a written objection to this application; therefore, a public hearing should be held by the Board to entertain any comments from the public with regard to this application before the Board takes an action to issue a recommendation to the Department.

Recommendation

The Chief Deputy Clerk of the Board of Supervisors recommends that the Board issue an approval recommendation to the Department.

Suggested Motion

Public Hearing - Information/Discussion/Action to approve Order No. LL-12-03, a liquor license application submitted by Karen Spaulding for a new Series 12 restaurant license at the Bar Eleven Ranch and Grill located in the Lake Roosevelt area. **(Marian Sheppard)**

Attachments

Bar Eleven Ranch and Grill Liquor License Application

Bar Eleven Ranch and Grill Internal Memos

11-12-03

12 MAR 13 10:47 AM 112
Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees

LICENSE #(s): 12043076

1. Type of License(s): RESTAURANT #12

2. Total fees attached:

Department Use Only
\$ 148.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

P1606791

1. Owner/Agent's Name: Mr. SPaulding, KAREN, DENISE
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: BAR ELEVEN RANCH and Grill L.L.C. B1047855
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: BAR ELEVEN RANCH and Grill B1047856
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 808 W. A-CROSS Rd, Globe City Gila County Gila Zip 85501
(Do not use PO Box Number)
5. Business Phone: 480-390-9691 Daytime Contact: 602-647-2874
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: HCO4 Box 25, Globe, AZ, 85501
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type \$ Type \$

DEPARTMENT USE ONLY

Fees: 100 Application 0 Interim Permit 0 Agent Change 0 Club 48 Finger Prints \$ 148.00
TOTAL OF ALL FEES

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

Accepted by: C. Bryan Date: 3-13-2012 Lic. # 12043076

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

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

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

State of _____ County of _____

X _____
 (Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____, _____
 Day Month Year

 (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

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

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: BQT ELEVEN RANCH & GRILL LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 2-16-2010 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: L-1583094-1 Date authorized to do business in AZ: 2-23-2010
4. AZ L.L.C. File No.: L-1583094-1 Date authorized to do business in AZ: 2-23-2010
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Spaulding	KAREN		MEMBER	2166 E. SADDLE BUTTE, AS, AZ, 85119	
Spaulding	KEITH	DUAWE	MEMBER	2166 E. SADDLE BUTTE, AS, AZ, 85119	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
Spaulding	KAREN		50%	2166 E. SADDLE BUTTE, AS, AZ, 85119	
Spaulding	KEITH	DUAWE	50%	2166 E. SADDLE BUTTE, AS, AZ, 85119	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) 12 MAR 13 Lic. Dept PM 112 Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

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

SECTION 11 Person to Person Transfer:

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

- 1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
- 3. Current Business Name: _____
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street _____
City, State, Zip _____
- 5. License Type: _____ License Number: _____
- 6. If more than one license to be transferred: License Type: _____ License Number: _____
- 7. Current Mailing Address: _____
(Other than business) Street _____
City, State, Zip _____
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

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

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

(Signature of CURRENT LICENSEE)

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

Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

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

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

12 MAR 13 11:47 AM 112

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

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

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

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

1. Distance to nearest school: _____ ft. Name of school _____
Address _____
City, State, Zip _____

2. Distance to nearest church: _____ ft. Name of church _____
Address _____
City, State, Zip _____

3. I am the: Lessee Sublessee Owner Purchaser (of premises)

4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip _____

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

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

5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0

Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? RESTAURANT

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

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

SECTION 14 Restaurant or hotel/motel license applicants:

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

_____ and license #: _____
Last First Middle

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

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

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

[Signature]
applicant's signature

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

* KDS
applicants initials

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

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

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

- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? 4-14-2012
month/day/year

- * 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- * 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

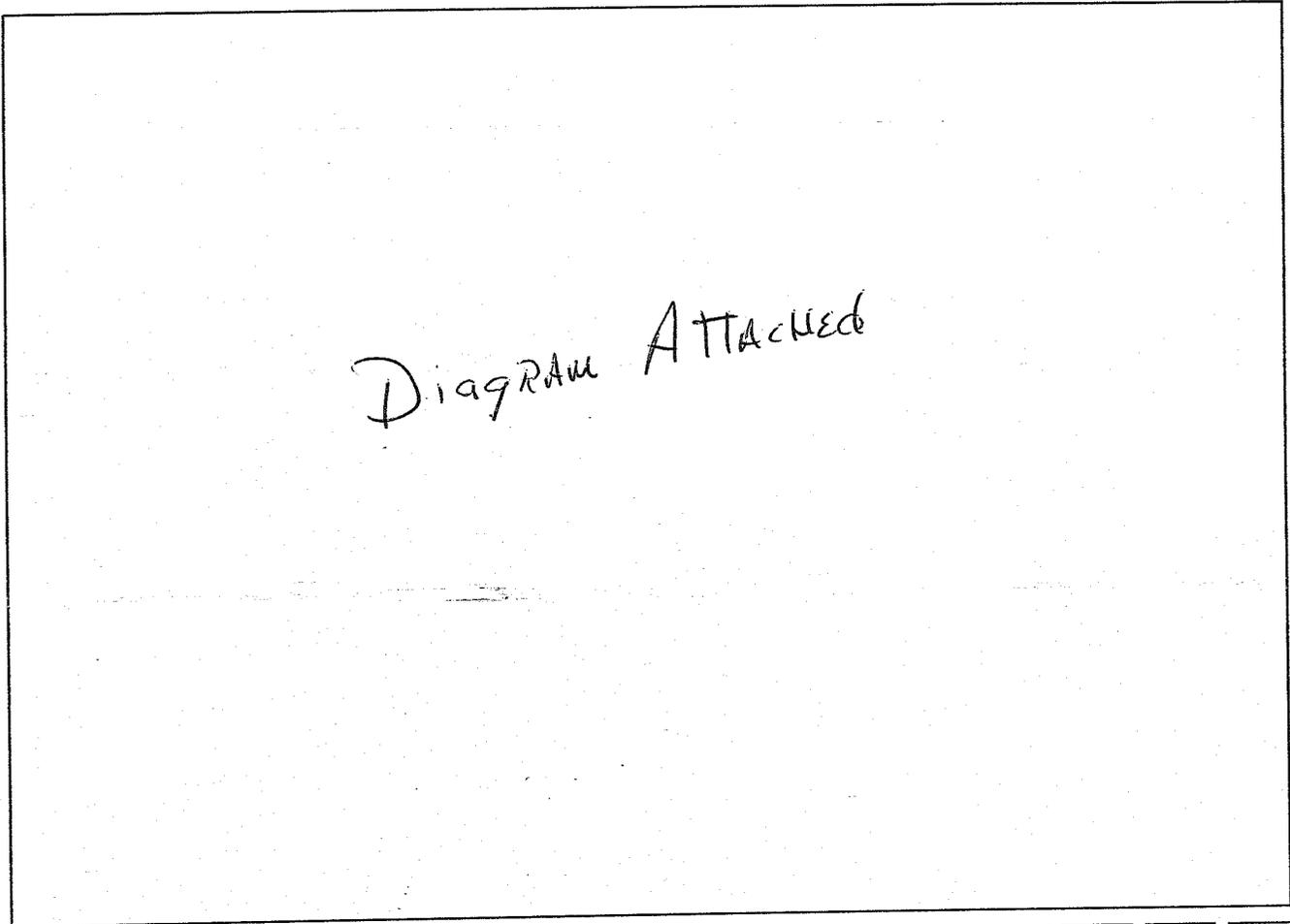
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this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

KDS
applicants initials

SECTION 15 Diagram of Premises

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

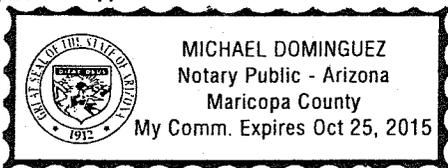
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, KAREN DENISE SAULDING, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]
(signature of applicant listed in Section 4, Question 1)



State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

12th of MARCH, 2012
Day Month Year

[Signature]
signature of NOTARY PUBLIC

My commission expires on : 12/03/2011
Day Month Year
25/10/2015

LL-12-03

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL
800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

P1066791
LL-12-03

QUESTIONNAIRE

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

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

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

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

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

Liquor License #
12043076
(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: Spaulding Karen Denise Date of Birth: [Redacted] (NOT a Public Record)

3. Social Security Number: [Redacted] Drivers License #: [Redacted] State: AZ

4. Place of Birth: LA CALIF U.S.A. Height: 5'2" Weight: 110 Eyes: GRN Hair: BRN

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 602-647-2874

6. Name of Current or Most Recent Spouse: Spaulding Keith Duane Date of Birth: 5/22/1958 (List all for last 5 years - Use additional sheet if necessary)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 1976

8. Telephone number to contact you during business hours for any questions regarding this document. 602-647-2874

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

10. Name of Licensed Premises: BAR ELEVEN RAVENHILL GRILL Premises Phone: 480-390-9691

11. Physical Location of Licensed Premises Address: 808 W. A-CROSS Rd Globe AZ GILA 85501

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
1/2004	CURRENT	RETIRED	2166 E. SADDLE BUTTE, APACHE JUNCTION, AZ 85119

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
1/1995	CURRENT	OWN	2166 E. SADDLE BUTTE	APACHE JUNCTION	AZ	85119

If you checked the Manager box on the front of this form skip to #15. Dept PH 1112

- * 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 12, and **answer #14a below**. If NO, skip to #15. YES NO
- * 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
- 15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

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

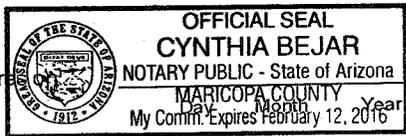
20. I, KAREN DENISE SPANDLING, hereby declare that I am the APPLICANT/REPRESENTATIVE (print full name of Applicant) filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X [Signature]
 (Signature of Applicant)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 13 day of March, 2012
 Month Year

[Signature]
 (Signature of NOTARY PUBLIC)



My commission expires

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

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

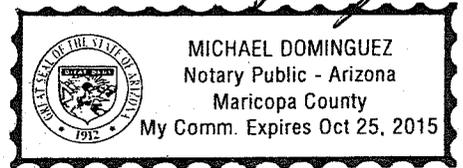
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 12th day of MARCH, 2012
 Month Year

[Signature]
 (Signature of NOTARY PUBLIC)

X [Signature]
 Signature of Controlling Person or Agent (circle one)
KAREN DENISE SPANDLING
 Print Name

My commission expires on: 25/10/2015
 Day Month Year



12 MAR 13 11:47 AM '12



**ARIZONA STATEMENT OF CITIZENSHIP
AND ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Professional License and Commercial License
Department of Liquor Licenses and Control

Liquor License #: 12043076

Ownership Name: KAREN DENISE SPAULDING
(as listed on the current liquor license application or renewal application)

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

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

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

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) KAREN DENISE SPAULDING DATE 3-12-2012

TYPE OF APPLICATION (check one) INITIAL APPLICATION RENEWAL

TYPE OF LICENSE RESTAURANT #12

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

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

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

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

SECTION III — ALIEN STATUS DECLARATION

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

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

1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
2. An alien who is granted asylum under Section 208 of the INA.
3. A refugee admitted to the United States under Section 207 of the INA.
4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
5. An alien whose deportation is being withheld under Section 243(h) of the INA.
6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

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

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

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

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

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

11. A nonimmigrant whose visa for entry is related to employment in the United States, or
12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
13. A foreign national not physically present in the United States.

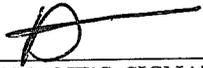
Otherwise Lawfully Present (A.R.S. § 1-501)

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

12 MAR 13 04: 04 PM '12

SECTION IV — DECLARATION

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



APPLICANT'S SIGNATURE

3-12-2012

TODAY'S DATE

12 MAR 1982, Dept PM 1:13

ok
Per
Bob
Dorff

This is a true certified copy of the record
If it bears the seal, imprinted in purple ink,
of the Registrar-Recorder.

MAR 26 1982

Lernand Canal REGISTRAR-RECORDER
LOS ANGELES COUNTY, CALIFORNIA



STATE FILE NUMBER		CERTIFICATE OF LIVE BIRTH				LOCAL REGISTRATION NUMBER
		STATE OF CALIFORNIA—DEPARTMENT OF PUBLIC HEALTH				DISTRICT AND CERTIFICATE NUMBER
THIS CHILD	1A. NAME OF CHILD—FIRST NAME	1A. MIDDLE NAME	1C. LAST NAME		7053 8958	
	2. SEX	3A. THIS BIRTH, SINGLE, TWIN, OR TRIPLETT	3B. IF TWIN OR TRIPLETT, THIS CHILD BORN 1ST, 2ND, 3RD?	4A. DATE OF BIRTH—MONTH, DAY, YEAR	4B. HOUR	
PLACE OF BIRTH	5A. PLACE OF BIRTH—NAME OF HOSPITAL			5B. STREET ADDRESS (GIVE STREET OR RURAL ADDRESS OR LOCATION, DO NOT USE P. O. BOX NUMBERS)		
	5C. CITY OR TOWN			5D. COUNTY		
MOTHER OF CHILD	6A. MADDEN NAME OF MOTHER—FIRST NAME	6B. MIDDLE NAME	6C. LAST NAME		7. COLOR OR RACE OF MOTHER	
	8. AGE OF MOTHER (AT TIME OF THIS BIRTH)	9. BIRTHPLACE (STATE OR FOREIGN COUNTRY)		10. MAILING ADDRESS OF MOTHER—(IF KNOWN)		
USUAL RESIDENCE OF MOTHER (WHERE DOES MOTHER LIVE?)	11A. USUAL RESIDENCE OF MOTHER—STREET ADDRESS (GIVE STREET OR RURAL ADDRESS OR LOCATION)			11B. IF INSIDE CITY CORPORATE LIMITS		IF OUTSIDE CITY CORPORATE LIMITS
	11C. CITY OR TOWN			11D. COUNTY		11E. STATE
FATHER OF CHILD	12A. NAME OF FATHER—FIRST NAME	12B. MIDDLE NAME	12C. LAST NAME		13. COLOR OR RACE OF FATHER	
	14. AGE OF FATHER (AT TIME OF THIS BIRTH)	15. BIRTHPLACE (STATE OR FOREIGN COUNTRY)		16A. PRESENT OR LAST OCCUPATION		16B. KIND OF INDUSTRY OR BUSINESS
INFORMANT'S CERTIFICATION	I HAVE REVIEWED THE ABOVE STATED INFORMATION AND HEREBY CERTIFY THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.			17A. PRESENT OR OTHER INFORMANT—SIGNATURE (CERTIFY)		17B. DATE SIGNED BY INFORMANT
ATTENDANT'S CERTIFICATION	I HEREBY CERTIFY THAT I ATTENDED THIS BIRTH AND THAT THE CHILD WAS BORN ALIVE AT THE HOUR, DATE AND PLACE STATED ABOVE.			18A. PHYSICIAN—SIGNATURE (CERTIFY)		18B. ADDRESS
REGISTRAR'S CERTIFICATION	19. DATE ON WHICH NAME ADDED BY SUPPLEMENTAL NAME REPORT			20. LOCAL REGISTRAR—SIGNATURE		21. DATE RECEIVED BY LOCAL REGISTRAR

Affidavit for Marriage License

800--SER A

11-16-19 11:17 AM
12 NOV 13 1919. Dept PM 1113

IN THE MATTER OF THE APPLICATION OF

Keith Duane Spaulding
and
Karen Denise Rouzard

FOR A LICENSE TO MARRY
AZDL M110978

Handwritten initials

(MALE)

STATE OF ARIZONA }
County of Maricopa } ss.

Keith Duane Spaulding, being first duly sworn,
upon his oath does depose and say:

That his true name is Keith;
[First Name in Full]
that his age is 21 years; born [redacted];
[Last Birthday] [Month Day Year]
that he is a resident of 1845 W. Obispo Mesa, Mar AZ;
[Town, County and State]
that he is not related to Karen Denise Rouzard;
[Name of Female]
that he is at this time an unmarried man.

X Keith Duane Spaulding

Subscribed and sworn to before me this 16 day of November A.D. 1929

WILSON D. PALMER, Clerk, Superior Court

By R. Heil Deputy.
AZDL H245762

(FEMALE)

STATE OF ARIZONA }
County of Maricopa } ss.

Karen Denise Rouzard, being first duly sworn,
upon her oath does depose and say:

That her true name is Karen;
[First Name in Full]
that her age is 20 years; born [redacted];
[Last Birthday] [Month Day Year]
that she is a resident of 3006 S. Mallorca Mesa, Mar AZ;
[Town, County and State]
that she is not related to Keith Duane Spaulding;
[Name of Male]
that she is at this time an unmarried woman.

X Karen Denise Rouzard

Subscribed and sworn to before me this 16 day of November A.D. 1929

WILSON D. PALMER, Clerk, Superior Court

By R. Heil Deputy.

Book _____
Page 120 NOV 26 1919

443-9 8/77

9 9 2 5 0 1 1

— OVER —

Attachment to Form 1 Applicant Statement

EVIDENCE OF U.S. CITIZENSHIP, U.S NATIONAL STATUS, OR ALIEN STATUS

LIST A: U.S. CITIZEN OR U.S. NATIONAL

Note: In this List, the term "Service" refers to the U.S. Citizenship and Immigration Service, formerly, the U.S. Immigration and Naturalization Service (INS).

[Source: Proposed Rules, Verification of Eligibility for Public Benefits, 8 CFR § 104.23; 63 FR 41662-01 August 4, 1998); and Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

Evidence showing U.S. citizen or U.S. national status includes the following:

a. Primary Evidence:

- (1) A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);
- (2) United States passport;
- (3) Report of birth abroad of a U.S. citizen (FS-240) (issued by the Department of State to U.S. citizens);
- (4) Certificate of Birth (FS-545) (issued by a foreign service post) or Certification of Report of Birth (DS-1350), copies of which are available from the Department of State;
- (5) Form N-561, Certificate of Citizenship;
- (6) Form I-197, United States Citizen Identification Card (issued by the Service until April 7, 1983 to U.S. citizens living near the Canadian or Mexican border who needed it for frequent border crossings) (formerly Form I-179, last issued in February 1974);
- (7) Form I-873 (or prior versions), Northern Marianas Card (issued by the Service to a collectively naturalized U.S. citizen who was born in the Northern Mariana Islands before November 3, 1986);
- (8) Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350); or
- (9) Form I-872 (or prior versions), American Indian Card with a classification code "KIC" and a statement on the back identifying the bearer as a U.S. citizen (issued by the Service to U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border).

[Source: Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

b. Secondary Evidence

If the applicant cannot present one of the documents listed in (a) above, the following may be relied upon to establish U.S. citizenship or U.S. national status:

- (1) Religious record recorded in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction) within three 3 months after birth showing that the birth occurred in such jurisdiction and the date of birth or the individual's age at the time the record was made;

d. Derivative Citizenship

If the applicant cannot present one of the documents listed in a or b above, the following may be used to make a determination of derivative U.S. citizenship:

Applicant born abroad to two U.S. citizen parents: Evidence of the U.S. citizenship of the parents and the relationship of the applicant to the parents, and evidence that at least one parent resided in the U.S. or an outlying possession prior to the applicant's birth.

Applicant born abroad to a U.S. citizen parent and a U.S. non-citizen national parent: Evidence that one parent is a U.S. citizen and that the other is a U.S. non-citizen national, evidence of the relationship of the applicant to the U.S. citizen parent, and evidence that the U.S. citizen parent resided in the U.S., a U.S. possession, American Samoa or Swain's Island for a period of at least one year prior to the applicant's birth.

Applicant born out of wedlock abroad to a U.S. citizen mother: - Evidence of the U.S. citizenship of the mother, evidence of the relationship to the applicant and, for births on or before December 24, 1952, evidence that the mother resided in the U.S. prior to the applicant's birth or, for births after December 24, 1952, evidence that the mother had resided, prior to the child's birth, in the U.S. or a U.S. possession for a period of one year.

Applicant born in the Canal Zone or the Republic of Panama:

- A birth certificate showing birth in the Canal Zone on or after February 26, 1904 and before October 1, 1979 and evidence that one parent was a U.S. citizen at the time of the applicant's birth; or
- A birth certificate showing birth in the Republic of Panama on or after February 26, 1904 and before October 1, 1979 and evidence that at least one parent was a U.S. citizen and employed by the U.S. government or the Panama Railroad Company or its successor in title.

In all other situations in which an applicant claims to have a U.S. citizen parent and an alien parent, or claims to fall within one of the above categories, but is unable to present the listed documentation:

- If the applicant is in the U.S., the applicant should contact the local U.S. Citizenship and Immigration Service office for determination of U.S. citizenship;
- If the applicant is outside the U.S., the applicant should contact the State Department for a U.S. citizenship determination.

e. Adoption of Foreign-Born Child by U.S. Citizen

- If the birth certificate shows a foreign place of birth and the applicant cannot be determined to be a naturalized citizen under any of the above criteria, obtain other evidence of U.S. citizenship;
- Because foreign-born adopted children do not automatically acquire U.S. citizenship by virtue of adoption by U.S. citizens, the applicant should contact the local U.S. Citizenship and Immigration Service office for a determination of U.S. citizenship, if the applicant provides no evidence of U.S. citizenship.

f. U.S. Citizenship By Marriage

A woman acquired U.S. citizenship through marriage to a U.S. citizen before September 22, 1922. Provide evidence of U.S. citizenship of the husband, and evidence showing the marriage occurred before September 22, 1922.

Note: If the husband was an alien at the time of the marriage, and became naturalized before September 22, 1922, the wife also acquired naturalized citizenship. If the marriage terminated, the wife maintained her U.S. citizenship if she was residing in the U.S. at that time and continued to reside in the U.S.

LIST B: QUALIFIED ALIENS, NONIMMIGRANTS, AND ALIENS PAROLED INTO U.S. FOR LESS THAN ONE YEAR

The documents listed below that are registration documents are indicated with an asterisk ("*").

a. "Qualified Aliens"

Evidence of "Qualified Alien" status includes the following:

Alien Lawfully Admitted for Permanent Residence

- *Form I-551 (Alien Registration Receipt Card, commonly known as a "green card"); or
- Unexpired Temporary I-551 stamp in foreign passport or on *I Form I-94.

Asylee

- * Form I-94 annotated with stamp showing grant of asylum under section 208 of the INA;
- *Form I-688B (Employment Authorization Card) annotated "274a.12(a)(5)";
- * Form I-766 (Employment Authorization Document) annotated "A5";
- Grant letter from the Asylum Office of the U.S. Citizenship and Immigration Service; or
- Order of an immigration judge granting asylum.

Refugee

- * Form I-94 annotated with stamp showing admission under § 207 of the INA;
- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- * Form I-766 (Employment Authorization Document) annotated "A3"

Alien Paroled Into the U.S. for a Least One Year

- * Form I-94 with stamp showing admission for at least one year under section 212(d)(5) of the INA. (Applicant cannot aggregate periods of admission for less than one year to meet the one-year requirement.)

Alien Whose Deportation or Removal Was Withheld

- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(10)";
- * Form I-766 (Employment Authorization Document) annotated "A10"; or
- Order from an immigration judge showing deportation withheld under §243(h) of the INA as in effect prior to April 1, 1997, or removal withheld under § 241(b)(3) of the INA.

Alien Granted Conditional Entry

- * Form I-94 with stamp showing admission under §203(a)(7) of the INA;
- * Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- * Form I-766 (Employment Authorization Document) annotated "A3."

Cuban/Haitian Entrant

- * Form I-551 (Alien Registration Receipt Card, commonly known as a "green card") with the code CU6, CU7, or CH6;
- Unexpired temporary I-551 stamp in foreign passport or on * Form I-94 with the code CU6 or CU7; or
- Form I-94 with stamp showing parole as "Cuba/Haitian Entrant" under Section 212(d)(5) of the INA.

Alien Who Has Been Declared a Battered Alien or Alien Subjected to Extreme Cruelty

- U.S. Citizenship and Immigration Service petition and supporting documentation

b. Nonimmigrant

Evidence of "Nonimmigrant" status includes the following:

- * Form I-94 with stamp showing authorized admission as nonimmigrant

c. Alien Paroled into U.S. for Less than One Year

Evidence includes:

- * Form I-94 with stamp showing admission for less than one year under section 212(d)(5) of the INA

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

P1066792
 LL-12-03

QUESTIONNAIRE

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

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

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

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

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

Liquor License #

12043076

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete All Questions except # 14, 14a & 21) Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: Spaulding Keith Duane Date of Birth: [REDACTED]
 Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: AZ
 (NOT a public record) (NOT a public record)

4. Place of Birth: Mesa AZ USA Height: 5-10 Weight: 180 Eyes: Hb Hair: Rd
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 602-750-4881

6. Name of Current or Most Recent Spouse: Spaulding Karen Denise Rouzaud Date of Birth: [REDACTED]
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 5/22/1958

8. Telephone number to contact you during business hours for any questions regarding this document. 602-750-4881

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

10. Name of Licensed Premises: BAVELEVED RANCH & Grill Premises Phone: 480-390-9691

11. Physical Location of Licensed Premises Address: 808 W A-Cross Rd, Globe, GILA 85501
 Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
1/2001	CURRENT	RETIRED	2166 E Saddle Butte, Apache Junction, AZ 85119

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
1-95	CURRENT	OWN	2166 E Saddle Butte, Apache Junction AZ	Apache Junction	AZ	85119

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 2-3 and answer #14a below. If NO, skip to #15. YES NO
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on
an existing license. YES NO

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

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

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

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

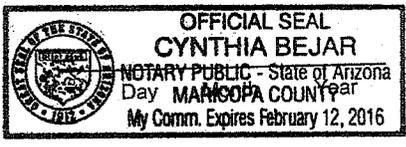
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

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

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

[Signature]
(Signature of Applicant)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this
13 day of March, 2012
Month Year
[Signature]
(Signature of NOTARY PUBLIC)

My commission expires on: 

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

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

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

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

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

12 MAR 13 04. Dept PM 1 13



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License Department of Liquor Licenses and Control

Liquor License #: 12043074

Ownership Name: Keith Duane Spaulding (as listed on the current liquor license application or renewal application)

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

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

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

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Keith Duane Spaulding DATE 3-12-2012

TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [] RENEWAL

TYPE OF LICENSE RESTAURANT #12

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

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

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

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

712 DEP 13 (rev. Sept 2011)

SECTION III — ALIEN STATUS DECLARATION

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

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

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

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

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

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

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

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

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

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

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

*12 MAR 13 U.S. Dept PH 1 13

SECTION IV — DECLARATION

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



APPLICANT'S SIGNATURE

3-12-2012

TODAY'S DATE

Arizona State Department of Health

12 MAR 13 1958 DEPT 1113

Bureau of Vital Statistics

Phoenix, Arizona

Certificate of Birth

This is to certify that according to the record on file in this office,

KEITH DUANE SPAULDING

Sex MALE was born on [REDACTED] at MESA, ARIZONA

and that the record was filed on MAY 27, 1958 and is

identified as birth record No. NOT YET ASSIGNED

In witness whereof the seal of the Bureau of Vital Statistics, Arizona State Department of Health has been affixed hereto

WARNING: Void if altered or if no raised seal is affixed.

this 4TH day of JUNE, 1958

No. 130560

[Signature of State Registrar]

State Registrar and Commissioner of Public Health

[Signature of Director of Records and Statistics]

Director of Records and Statistics

By [Signature] Clerk

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

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

Keith Duane Spaulding
Full Name (please print)

[Signature]
Signature

2/11 / 2011
Training Completion Date

Type of Training Completed (check Yes or No)

- | | | | | | |
|---|-----------------------------|------------|---|--|----------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BASIC | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ON SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | MANAGEMENT | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | OFF SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BOTH | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | OTHER |

Basic 2014 Mgmt 2016
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

If Trainee Is Employed By A Licensee

Name of Licensee

Business Name

Liquor License #

Alcohol Training Program Provider Information

M. Merco Inc. - AAFC

Company or Individual Name (please print)

736 S. Longmore

Address

Chandler
City

AZ
State

85224
Zip

(480) 917-8478
Daytime Contact Phone #

I certify the above named individual has successfully completed the training specified above in accordance with Arizona Revised Statute, Arizona Administrative Code, and the training course curriculum approved by the Department of Liquor Licenses and Control:

Lauren K. Merrett M.Ed.

Name of Trainer (please print)

Lauren K. Merrett
Trainer Signature

2/11 / 2011
Date

Pursuant to A.R.S. 4-112(G)(2), mandatory Title 4 liquor law training is required prior to the issuance of all new liquor license applications submitted after November 1, 1997.

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

- Owner(s)
- Licensee/agent or manager(s) actively involved in daily business operation

A valid (not expired) Certificate of Title 4 Training Completion must be submitted to the Department of Liquor Licenses and Control before a liquor license application is considered complete.

Before acceptance of a manager's questionnaire and/or agent change for an existing liquor license, proof of attendance for the BASIC and MANAGEMENT Title 4 liquor law training (on- or off-sale) is required.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RESTAURANT OPERATION PLAN

* LICENSE # _____

1. List by Make, Model and Capacity of your:

Grill	D.C.S. 36" PROPANE GRILL
Oven	TRI STAR PROPANE OVEN, 4 BURNER, 24" GRIDDLE
Freezer	TWO, EZ FREEZE 22 CU. FT.
Refrigerator	TWO, CRYSTAL COLD 21 FT. / 2-CRYSTAL COLD 19 FT., 18 FT. ^{TRUE} GLASS DOOR
Sink	3 COMP. BARSINK, HANDSINK, PREP SINK
Dish Washing Facilities	LARGE 3 COMP DISH WASHING SINK
Food Preparation Counter (Dimensions)	24" X 36", 30" X 30", 12 X 24
Other	ONE, 3 DOOR COUNTER REFRIGERATOR w/WORKTOP / M-3 PREP REF.

2. Print the name of your restaurant: BAT ELEVEN RANCH and GRILLE

* 3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

* 4. List the seating capacity for:

- a. Restaurant area of your premises [56]
- b. Bar area of your premises [+6]
- c. Total area of your premises [61]

5. What type of dinnerware and utensils are utilized within your restaurant?
 Reusable Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). Yes _____ % No

* 7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 100% %

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

8. Does your restaurant contain any games or television? Yes No
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).
ONE TELEVISION,

* 9. Do you have live entertainment or dancing? Yes No
(If yes, what type and how often?)

* 10. Use space below or attach a list of employee positions and their duties to fully staff your business.
KAREN Spaulding owner/CHEF/FOOD & DRINK SERVER
KEITH Spaulding owner/GEN. MANAGER/WAITER/MAINTENANCE
BROOKLYN Spaulding SU-CHEF/FOOD & DRINK SERVER

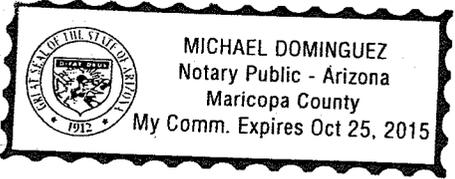
I, ^{DEVISE} KAREN Spaulding, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.
(Print full name)

X [Signature]
(Signature of APPLICANT)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this 12TH day of MARCH, 2012.
Day of Month Month Year

My commission expires on: Oct. 25, 2015

[Signature]
(Signature of NOTARY PUBLIC)



712 MCF 13 Licr. Dept PM 1 112
ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RECORDS REQUIRED FOR AUDIT

SERIES 11 (HOTEL/MOTELW/RESTAURANT AND SERIES 12 (RESTAURANT)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government

12 MAR 13 11:27 AM Dept PM 1112
ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RECORDS REQUIRED FOR AUDIT

SERIES 11 (HOTEL/MOTELW/RESTAURANT AND SERIES 12 (RESTAURANT))

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12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government

*12 MAR 13 11:47 AM 112

BAR ELEVEN RANCH AND GRILL

Breakfast menu;

Mixed Berry Waffle	\$5.50
Waffle Platter	\$8.50
Corned Beef Hash & Eggs	\$8.50
Steak & Eggs	\$10.50
Ranch Quesadilla	\$8.50

LUNCH MENU;

Smoked Beef Sandwich	\$9.50
Grilled Beef Quesadilla	\$8.50
Beef Cheese Burger	\$8.50

DINNER MENU;

Steak Platter	\$24.95
Meatloaf Dinner Plate	\$12.50
Cheeseburger Platter	\$8.50

- B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages
13. Off-site Catering Records (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (print licensee name):

Spaulding Karaw Denise
 Last First Middle

have read and fully understand all aspects of this statement.

State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this

X [Signature]
 (Signature of Licensee)

13 day of March, 2012
 Day Month Year

My commission Expires 2011


Cynthia Bejar
 (Signature of NOTARY PUBLIC)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

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

LOCAL GOVERNING BODY RECOMMENDATION

CITY/TOWN OF N/A STATE APPLICATION # 12043076

COUNTY OF GILA, ARIZONA. CITY/TOWN/COUNTY # LL-12-03

ORDER # LL-12-03

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

of Gila held on the 17th day of April, 2012 the
(Day) (Month) (Year)

application of Karen Denise Spaulding for a license to sell spirituous liquors at
the premises described in Application # LL-12-03, License Class Series 12 was
considered as provided by Title 4, A.R.S. as amended.

IT IS THEREFORE ORDERED that the APPLICATION of Karen Spaulding for the Bar Eleven Ranch and Grill
is hereby recommended for approval
(approval/disapproval)

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

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

CITY/TOWN/COUNTY CLERK

DATED AT _____

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

* Disabled individuals requiring special accommodations please call the Department

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcdaniel@gilacountyaz.gov

John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: March 15, 2012
TO: Michael O'Driscoll
Health and Emergency Services Division Director
FROM: Marian Sheppard, Chief Deputy Clerk of the Board *MS*
SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona Department of Liquor Licenses and Control (Department) on March 13, 2012. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Department **within sixty days of the filing date.**

Applicant: Karen D. Spaulding
No./Type: Series 12-Restaurant License
Business Name: Bar Eleven Ranch and Grill
Location: 808 W. A-Cross Road, Globe, AZ 85501
Current License Owner: N/A
Location of License: N/A

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

No pending issues.

Issues pending, as follows:

Signed: *Michael O'Driscoll 4/13/12*
Michael O'Driscoll

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcdaniel@gilacountyaz.gov

John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

DATE: March 15, 2012
TO: Joe Mendoza, Chief Building Official
FROM: Marian Sheppard, Chief Deputy Clerk of the Board *MS*
SUBJECT: Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona Department of Liquor Licenses and Control (Department) on March 13, 2012. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Department **within sixty days of the filing date**. Attached is a copy of the application and questionnaire(s) pertaining to the following:

Applicant: Karen D. Spaulding
No./Type: Series 12-Restaurant License
Business Name: Bar Eleven Ranch and Grill
Location: 808 W. A-Cross Road, Globe, AZ 85501
Current License Owner: N/A
Location of License: N/A

Please indicate (below) whether this application meets zoning requirements and return to me as soon as possible.

THIS ESTABLISHMENT DOES/DOES NOT MEET THE ZONING REQUIREMENTS FOR A LIQUOR LICENSE *Angela Parker*

Owners working with Building Staff to complete permit requirements
Signed: *Joe Mendoza* *3/30/12* *No objection to proceeding with liquor license approval.*

ARF-1196

Regular Agenda Item 4- A

Regular BOS Meeting

Meeting Date: 04/17/2012

Submitted For: Daisy Flores, County Attorney
Submitted By: Liz Fetterman, Victim Witness Advocate, County Attorney

Department: County Attorney

Presenter's Name: Liz Fetterman

Information

Request/Subject

Adoption of Proclamation 12-03 proclaiming April 22-28, 2012, as "National Crime Victims' Rights Week" in Gila County

Background Information

For many years, the Board of Supervisors has adopted a proclamation observing one week in April, as National Crime Victims' Rights Week.

Every year, National Crime Victims' Rights Week revisits crime victims' historic struggle for justice. In 2012, themed "Extending the Vision - Reaching Every Victim," victim service providers and other professionals who support victims of crime rededicate themselves to extending the vision first articulated by our movement's founders who saw a future in which all crime victims would be treated with respect and dignity.

Evaluation

National Crime Victims' Rights Week celebrates a vision, still invisible to many, of a comprehensive and just response to victims of crime.

To the founders of the victims' rights movement, justice meant that all victims, regardless of geography, demographics or financial status would have the rights and services they need in the aftermath of a crime.

This annual observance reminds us that we are falling short of the vision of "reaching every victim" and that we need to redouble our efforts to secure basic rights, protections and services for crime victims. Landmarks in Victims' Rights and Services certainly reflects on the progress made from 1965 to present, by highlighting significant Federal and State laws, the growth of national and community victim service organizations, the release of groundbreaking reports, and the development of victim assistance approaches, however, have expanded the nation's capacity to help victims rebuild their lives.

Conclusion

The Gila County Attorney's Office of Victim Services recognizes the importance of designating a time devoted to increase the general public's awareness and support of agencies providing services to all victims of crime. By adopting Proclamation 12-03, as elected officials, the Gila County Board of Supervisors plays a key role in this year's observance of National Crime Victims' Rights Week by communicating to the public and colleagues that Gila County is committed to addressing the needs of victims this week and throughout the year.

Recommendation

It is recommended that Gila County reaffirm its commitment to respect and enforce victims' rights and, as such, that the Board of Supervisors issue and adopt Proclamation 12-03 proclaiming the week of April 22-28, 2012, as National Crime Victims' Rights Week in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation 12-03 proclaiming the week of April 22-28, 2012, as National Crime Victims' Rights Week in Gila County. **(Liz Fetterman)**

Attachments

Proclamation No. 12-03



PROCLAMATION NO. 12-03

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING APRIL 22-28, 2012, AS NATIONAL CRIME VICTIMS' RIGHTS WEEK IN GILA COUNTY.

WHEREAS, 18.7 million Americans are directly harmed by crime each year, and each crime affects many more family members, friends, neighbors, and co-workers;

WHEREAS, the physical, emotional, and financial impact of crime falls on people of all ages and abilities, and of all economic, racial, and social backgrounds;

WHEREAS, in addition to these challenges, crime victims face a criminal justice system that, at times, ignores their rights and treats them with disrespect;

WHEREAS, in 1982, the President's Task Force on Victims of Crime envisioned a national commitment to a more equitable and supportive response to victims;

WHEREAS, the nation heeded this call to action and promoted victims' rights initiatives, effective and compassionate victim services, and just compensation and financial support;

WHEREAS, today, thousands of victim assistance programs provide help and support to child victims of violence and sexual abuse; stalking victims; survivors of homicide victims; victims of drunk-driving crashes; and victims of domestic, dating, and sexual violence and other crimes;

WHEREAS, now is the time to "Extend the Vision" through a comprehensive strategy for reaching and serving every victim of crime, especially traditionally underserved victims such as those with disabilities and victims from diverse cultures;

WHEREAS, the United States Department of Justice has launched the *Vision 21* initiative to renew our nation's commitment to serving all victims of crime in the 21st Century;

WHEREAS, National Crime Victims' Rights Week, April 22–28, 2012, provides an opportunity to extend that vision to every victim of crime in the United States—to help ensure their access to the help they deserve and the rights they are promised; and

WHEREAS, Gila County Attorney's Office of Victim Services is joining forces with criminal justice officials, and concerned citizens throughout Gila County and America to raise awareness of victims' rights and observe National Crime Victims' Rights Week.

NOW, THEREFORE, BE IT RESOLVED that, we, the members of the Gila County Board of Supervisors do hereby proclaim the week of April 22-28, 2012, as National Crime Victims' Rights Week in Gila County, and

BE IT FURTHER RESOLVED that Gila County reaffirms its commitment to respect and enforce victims' rights and address their needs during Crime Victims' Rights Week and throughout the year; and

Express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

PASSED AND ADOPTED this 17th day of April 2012.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk

Tommie C. Martin, Chairman

Shirley L. Dawson, Vice-Chairman

Michael A. Pastor, Member

Regular BOS Meeting**Meeting Date:** 04/17/2012**Submitted For:** Jacque Griffin, Asst. County Manager/Librarian**Submitted By:** Mary Stemm, Library Assistant Senior, Asst County Manager/Library District**Department:** Asst County Manager/Library District**Division:** Library District**Presenter's Name:** Jacque GriffinInformationRequest/Subject

Proclamation 12-04 proclaiming April 22-28, 2012, as the Week of the Young Child™

Background Information

The Week of the Young Child™ is an annual celebration sponsored by the National Association for the Education of Young Children (NAEYC), the world's largest early childhood education association, with nearly 80,000 members and a network of over 300 local, state, and regional affiliates.

The purpose of the Week of the Young Child™ is to focus public attention on the needs of young children and their families and to recognize the early childhood programs and services that meet those needs.

NAEYC first established the Week of the Young Child™ in 1971, recognizing that the early childhood years (birth through age 8) lay the foundation for children's success in school and later life. The Week of the Young Child™ is a time to plan how we—as citizens of a community, of a state, and of a nation—will better meet the needs of all young children and their families.

The theme for the Week of the Young Child™ 2012 is Early Years Are Learning Years®

Evaluation

NAEYC designates the Week of the Young Child™ dates and theme, but events are planned and implemented by local communities. Celebrations are organized and coordinated by regional, state, and local NAEYC Affiliates, and by individual early childhood programs and community organizations providing services to young children and families.

Local communities may tailor celebrations to meet their own needs. For example, while NAEYC traditionally designates a Week of the Young Child™, some groups generate so much enthusiasm and support that they celebrate the "Month of the Young Child." Others have modified the dates of their celebration to coordinate with other community scheduled events.

However adapted, the central purpose remains unchanged—to promote the needs of young children, their families, and the early childhood programs that serve them.

Conclusion

Today we know more than ever before about the importance of children's earliest years in shaping their learning and development. Yet, never before have the needs of young children and their families been more pressing.

The Week of the Young Child™ is a time to recognize that children's opportunities are our responsibilities, and to recommit ourselves to ensuring that each and every child experiences the type of early environment—at home, at child care, at school, and in the community—that will promote their early learning.

Therefore it is appropriate to place this issue before the Board of Supervisors at this time to adopt Proclamation No. 12-04 proclaiming April 22-28, 2012, as the Week of the Young Child™ in Gila County.

Recommendation

It is recommended that the Board of Supervisors adopt Proclamation No. 12-04 to proclaim April 22-28, 2012, as the Week of the Young Child™ in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 12-04 proclaiming April 22-28, 2012, as the Week of the Young Child™ in Gila County and to encourage all citizens to work to make a good investment in early childhood in Gila County, Arizona. **(Hazel Chandler)**

AttachmentsProclamation 12-04



PROCLAMATION NO. 12-04

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PROCLAIMING THE WEEK OF THE YOUNG CHILD™, APRIL 22-28, 2012, IN GILA COUNTY.

WHEREAS, First Things First Gila and San Carlos Apache Regional Councils, Central Arizona Association for the Education of Young Children and other community organizations in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child™, April 22-28, 2012; and

WHEREAS, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Gila County, Arizona; and

WHEREAS, teachers, librarians and others who make a difference in the lives of young children in Gila County, Arizona deserve thanks and recognition; and

WHEREAS, all young children and their families across the country and **in Gila County, Arizona** deserve access to high-quality early education and care; and

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures.

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Gila County Board of Supervisors, do hereby proclaim April 22-28, 2012, as the Week of the Young Child™ in Gila County, Arizona. We encourage all citizens to work to make a good investment in early childhood in Gila County Arizona.

PASSED AND ADOPTED this 17th day of April 2012.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk

Tommie C. Martin, Chairman

Shirley L. Dawson, Vice-Chairman

Michael A. Pastor, Member

ARF-1187

Regular Agenda Item 4- C

Regular BOS Meeting

Meeting Date: 04/17/2012

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 Division: Library District

Fiscal Year: 2013 through 2015 Budgeted?: Yes

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

Begin & End: 2015

Matching No Fund?: Renewal

Requirement?:

Presenter's Name: Jacque Griffin

Information

Request/Subject

Recorded Books, LLC License Agreement for OneClickdigital subscription plan for Library Access.

Background Information

The Gila County Library District currently provides a rotating collection of audio-books for the use and benefit of the eight affiliate libraries within Gila County. This collection has 1,045 titles, which are loaned to the various libraries for their library users to have access to books in an audio format. This collection has allowed the libraries to broaden their offerings to their residents without negatively impacting the local materials budgets. The Library District currently spends approximately \$2,400 (primarily with Recorded Books, LLC) per year maintaining and adding 60 new titles to this collection.

Recorded Books, LLC is now offering their entire recorded collection in digital formats compatible with all current digital players. The adult collection has over 2,900 titles, available with simultaneous access to all library card holders throughout Gila County.

Evaluation

The Gila County Library District is continually working to improve library services to the residents of Gila County, as well as to become more efficient as a Department. Transitioning from CD and "playaway" formats to digital downloads exponentially increases access to these materials for all library users in Gila County. Providing these titles via the library district website furthers the district goal of enhanced virtual library services. In addition, the Library District staff and the local library staff will save transporting, handling, and shelving time. At the last quarterly meeting of the affiliate librarians, transitioning to this format was demonstrated and discussed, and all librarians in attendance agreed that this subscription service is their preferred choice over the current CD format.

While this will amount to an increase in next year's budget for audio books, the print materials budget will be reduced to cover this additional amount. In evaluating the cost, the Library District will be providing nearly three times as many audio titles at a fraction of the current cost per title for CD recordings. With the discount for libraries, audio books currently average \$40.00 per title. In digital format, the cost per year will be \$1.84 per title per year, with an unlimited number of copies available. In addition, the libraries that currently purchase their own additional audio book titles would be able to re-direct their budgeted amounts to other collections.

Conclusion

The Recorded Books, LLC One Click Digital Library expands our ability to provide audio books to library users Countywide. Since these titles will be available via the library district website, this new service expands access beyond regular library hours, nearly triples the available titles, provides for unlimited copies, and will likely increase the number of library patrons who use this service.

Recommendation

Staff recommends approving the three-year license agreement with Recorded Books, LLC One Click Digital Library Access at a cost of \$5,000 per year.

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 a three-year License Agreement between the Gila County Library District and Recorded Books, LLC for a OneClickdigital subscription plan for digital audio books for all library users in Gila County from July 1, 2012, through June 30, 2015, at a cost of \$5,000 per year for a total not to exceed amount of \$15,000, and authorize the Chairman to sign the Agreement. **(Jacque Griffin)**

Attachments

Recorded Books, LLC One Click Digital Library Agreement

Recorded Books Privacy Policy

Recorded Books Terms and Conditions

One Click Digital Library Flyer

Legal Explanation



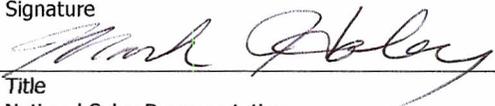
Recorded Books LLC • 270 Skipjack Road • Prince Frederick, MD 20678 • Toll Free 877-828-2833 •
 Fax 208-474-4525 • oneclickdigital@recordedbooks.com

SUBSCRIPTION FORM		
RB SALES REP: MARK HALEY		DATE: 3.14.12
NEW <input checked="" type="checkbox"/> RENEWAL <input type="checkbox"/>		
Customer Name: Gila County Library District		
Billing Address: 1400 East Ash		
City: Globe	State: AZ	Zip Code: 85501
Phone: 928-402-8768	Website URL:	
CONTACT INFORMATION		
Primary Contact Name: Mary Stemm		Email: mstemm@gcldaz.org
MARC Contact Name:		Email:
Do you required customized MARC records?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Requested Start Date <i>(If no date is indicated, we will make every effort to begin your service on the first of the month following receipt of your order):</i>		Purchase Order:
Authentication and General Setup Information – upon receipt of your signed order form, we will send you a Set-Up email requesting information – If you do not want this sent to the primary contact, please provide an alternate contact.		
Name:		Title
ORDER INFORMATION – INDICATE WHICH COLLECTIONS TO WHICH YOU WOULD LIKE TO SUBSCRIBE		
COLLECTION NAME		PRICE
Adult Core Collection <input type="checkbox"/>		\$15,000.00
(3 year agreement, to be paid in 3 annual payments of \$5,000) First year agreement is from 7.1.12-6.30.13, Second Year 7.1.13-6.30.14, Third Year 7.1.14-6.30.15		
TOTAL DUE:		\$15,000.00

SUBSCRIPTION FORM

BY SIGNING BELOW, SUBSCRIBER 1)INDICATES THAT IT HAS READ AND AGREES TO THE CURRENT VERSION OF THE RECORDED BOOKS ONECLICKDIGITAL SERVICE TERMS; 2)AFFIRMS THAT IT HAS MADE NO CHANGES TO THOSE TERMS; 3)AFFIRMS THAT ALL OF ITS INTERNAL REQUIREMENTS FOR ISSUANCE OF PAYMENT TO RECORDED BOOKS HAVE BEEN SATISFIED; 4)AFFIRMS THAT ONECLICKDIGITAL SERVICE TERMS WILL GOVERN THIS ORDER AND ALL FUTURE ORDERS AND RENEWALS, UNLESS OTHERWISE NOTIFIED BY RECORDED BOOKS; AND 5)ORDERS RECORDED BOOKS ONECLICKDIGITAL SERVICE.

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

Customer	Recorded Books LLC
Name (Printed)	Name (Printed) Mark Haley
Signature	Signature 
Company Name Gila County	Title National Sales Representative
Title	Date 3/15/2012
Date	

Approved as to form

Bryan Chamber
Deputy County Attorney

Date

Recorded Books One Click Digital Library Access License Agreement

Each Library Account and End User acknowledges and agrees to the terms described herein and in the applicable One Click Digital Subscription Form at the subscription level set forth in such Subscription Form and agrees to comply with the terms and conditions set forth in this License Agreement (the "License Agreement" or "Agreement").

License

Recorded Books, LLC ("Recorded Books"), a division of Haight Cross Communications, Inc., grants to the institution identified in the applicable subscription form (each a "Library Account") a nontransferable and non-exclusive license (the "License") to use (i) the audiobooks or other publications/content (the "Digital Content") made available through the various online sites and the Digital Content platforms that host Digital Content for and on behalf of the individual publisher or publishing body or any collection of publishers that have licensed Digital Content to Recorded Books for resale to users either as individual titles or as collections ("One Click Digital" or "OCD") and (ii) the One Click Digital service made available by Recorded Books in accordance with the terms of this License Agreement and in the applicable subscription form (the "Subscription Form") entered into in connection with the OCD service and annual subscription purchased by Library Account to receive the OCD service on the terms described herein and in the applicable One Click Digital Subscription Form at the subscription level set forth in such Subscription Form. Library Accounts may not reproduce, distribute, display, modify, alter, publish, exploit, transfer or transmit, in any form, or by any means, any Digital Content or any portion of the OCD service, other than in accordance with this License Agreement, without the prior written consent of Recorded Books. All use by Library Account or any of the Library Account's current employees, representatives, faculty, students, staff, visiting scholars and patrons that the Library Account has reasonably authorized to directly or remotely access the Library Account's systems and content (each, an "End User") of any Digital Content selected by Library Account or otherwise accessed by Library Account or End Users, including but not limited to any authorized trial periods, any period for which a fee has been paid, and when updates and access to new Digital Content are provided, is subject to the terms and conditions set forth in this License. Library Account shall be responsible for ensuring that any End Users accessing applicable Recorded Books site(s) are notified of, and abide by, the terms of this License.

Ownership of Digital Content and Trademarks

Each Library Account and End User acknowledges that (i) Recorded Books has sole and exclusive ownership of all right, title and interest in and to the Digital Content owned by Recorded Books (the "Owned Content"), and (ii) Recorded Books is a licensee, lessee or otherwise has obtained the right to use the Digital Content for which Recorded Books is a licensee, lessee or otherwise has obtained the right to include such Licensed Content in the Digital Content (the "Licensed Content"). Each Library Account and End User further acknowledges and agrees that it has not acquired, and shall not acquire (whether by operation of law, by this License Agreement, by downloading any Digital Content, or otherwise), any right, title, interest or ownership in or to the Owned Content or the Licensed Content or any part thereof.

Each Library Account and End User additionally acknowledges that (a) the OCD trademark is owned by Recorded Books and that all trademarks, logos, and service marks displayed on any OCD website are owned by Recorded Books or the licensors of the Licensed Content (collectively, the "Trademarks"), (b) all Trademarks are the property of their respective owners and are used with permission, and (c) nothing in this License Agreement or contained on the OCD website may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any Trademark.

Disclaimer of Warranty, Limitation of Liability and Indemnity

RECORDED BOOKS DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. RECORDED BOOKS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR RECORDED BOOKS ANY OTHER LIABILITY IN CONNECTION WITH THE

LICENSING OF THE DIGITAL CONTENT AND OCD SERVICE AND THEIR USE BY ANY LIBRARY ACCOUNT AND END USER.

IN NO EVENT SHALL RECORDED BOOKS BE LIABLE TO LIBRARY ACCOUNT OR END USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE OCD SERVICE, OR FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF OPPORTUNITY, LOSS OF USE, OR OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE, TRANSFER, OR USE OF THE OCD SERVICE. IN NO EVENT SHALL RECORDED BOOKS' LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY RECORDED BOOKS FROM LIBRARY ACCOUNT UP TO OCCURRENCE OF THE ACTION GIVING RISE TO SUCH LIABILITY.

EACH LIBRARY ACCOUNT AGREES TO INDEMNIFY AND HOLD HARMLESS RECORDED BOOKS AND ITS OFFICERS, EMPLOYEES, AGENTS, BUSINESS PARTNERS, LICENSORS, AND LICENSEES FROM ANY DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ON ACCOUNT OF ANY CLAIM, SUIT, ACTION, DEMAND, OR PROCEEDING MADE OR BROUGHT AGAINST ANY SUCH PARTY, OR ON ACCOUNT OF THE INVESTIGATION, DEFENSE, OR SETTLEMENT THEREOF, ARISING IN CONNECTION THE USE OF THE OCD SERVICE BY THE END USER OF SUCH LIBRARY ACCOUNT.

Data Security

Each Library Account will implement and maintain reasonable measures to ensure that only authorized End Users have access to the OCD service and Digital Content. Each Library Account will take reasonable steps to prevent unwarranted intrusion into data managed or maintained by Recorded Books on behalf of such Library Account acquired in the course of the operation of the OCD service, including but not limited to reasonable steps to protect such Library Account's password files and access to the administrative website for management of the OCD service.

Technical Support Services

Recorded Books agrees to provide technical support services by email and phone to each Library Account, including but not limited to reasonable efforts to (a) assist such Library Account in providing Primary Support, (b) correct, fix, or circumvent errors, and (c) in the sole discretion of Recorded Books, provide updates, enhancements, and new versions of the OCD service ("Secondary Support"). Recorded Books shall provide such Secondary Support by email and phone during its normal business hours of Monday- Friday 8:00 AM to 9:00 PM Eastern Standard Time. Each Library Account and End User acknowledges that errors in the OCD service shall not be a breach of this License Agreement.

Confidentiality

Each Library Account agrees that, without the prior consent of Recorded Books, such Library Account will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of Recorded Books that such Library Account has obtained. Such confidential information shall include, but is not limited to, OCD service or Digital Content pricing, service terms, technical specifications and service level agreements. This obligation will survive indefinitely upon termination of this License Agreement.

Privacy Policy and Terms of Use

Recorded Books respects the privacy of visitors to its sites. The OCD privacy policy of Recorded Books governing its operation of the OCD service, as in effect from time to time and available at "skipjack.oneclickdigital.com/en/extra/Privacy%20Policy.aspx", is expressly incorporated herein by reference and made a part of this License Agreement.

The terms and conditions set forth by Recorded Books governing the use of and access to the OCD service and the Digital Content, as in effect from time to time and available at "skipjack.oneclickdigital.com/en/extra/Terms%20And%20Conditions.aspx", are expressly incorporated herein by reference and made a part of this License Agreement.

Term and Termination

The term for each Library Account's access to the OCD service shall be for a period of twelve (12) months, unless otherwise agreed by Recorded Books and such Library Account. Such Library Account obtains certain rights and access to use the Digital Content and OCD service for the term of its agreement with Recorded Books. The License granted to such Library Account shall be terminated at the end of such term, unless renewed or extended by the mutual agreement of Recorded Books and such Library Account, along with such Library Account's access to the OCD service and any and all Digital Content, and such Library Account and/or its End Users shall make no further use of all or any part of the Digital Content and the OCD service.

In the event of a breach of any of its obligations, including but not limited to non-payment or late payment for services, each Library Account shall have thirty (30) days from the receipt of written notice of such breach from Recorded Books to cure such breach. If the Library Account fails to remedy such breach within such 30-day period, Recorded Books may, at its option and in its sole discretion, terminate its agreement with such Library Account upon written notice to such Library Account and/or temporarily or permanently suspend such Library Account's access to the OCD service.

General Provisions

This License Agreement shall be governed and interpreted in accordance with the substantive laws of the State of New York without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this License Agreement. Any legal action brought concerning this License Agreement or any dispute hereunder, including but not limited to an action to enforce or challenge an arbitration award, shall be brought only in the courts of the State of New York in the City of New York, or in the federal courts located in such state (and county), and each of Recorded Books, the Library Accounts and the End Users irrevocably consents to the exclusive jurisdiction of those courts. To the extent permitted by law, each of Recorded Books, the Library Accounts and the End Users hereby waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this License Agreement. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Recorded Books as a party, Library Account agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise take any and all reasonable actions to achieve Recorded Books' objectives of this provision.

In the event that a court of competent jurisdiction determines that any portion of this License Agreement is unenforceable, void, invalid or inoperative, the remaining provisions of this License Agreement shall not be affected and shall continue in effect as though such invalid provisions were deleted.

Neither Recorded Books nor the licensors of the Licensed Content will be liable or deemed to be in default of this License Agreement for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facility shortages, failures of equipment, or failures of the Internet.

Recorded Books should be notified of any claims of copyright infringement regarding materials available or accessible on, through, or in connection with the OCD service or the associated websites.

This License Agreement constitutes the entire Agreement and understanding of the parties. This Agreement may be amended or modified by Recorded Books from time to time only upon notice to the Library Account and End Users on the OCD website.

This License Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors. In the event Recorded Books enters into an agreement to sell substantially all the assets of Recorded Books, this License Agreement shall be binding upon the purchaser.

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."



Recorded Books, LLC

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Privacy Policy (QA)

Privacy Statement for RecordedBooks

Your privacy is of great importance to Recorded Books ("We"). As a user of this web site (the "Site"), you are valued by Recorded Books and We will take appropriate measures to protect the personally identifiable information provided by and collected from you on the Site in connection with the functions, facilities, products and services offered on the Site.

What Information Does Recorded Books Collect?

We gather information so that we can improve and personalize your experience with OneClickdigital. Information that We collect falls into the following primary categories.

Information that Customers Give Us:

We receive and store the information that you enter at the Site or give to us in any other way off line. For example, We collect the information that you provide when you fill out the information in any "contact us" form on the Site or when you create an account. You can always choose not to provide some or all of the information We ask for, but this may prevent you from receiving information or obtaining certain services that you desire.

Automatic Information:

Whenever you interact with the Site, We receive and store certain types of information. For example, We use "cookies" to obtain information when your web browser accesses this Site. A cookie is an alphanumeric identifier, which We transfer to your computer via your Web browser and store on your computer's hard drive. The cookie file allows us to recognize your computer when you visit the Site. On most web browsers you will find a "help" section on the toolbar. Please refer to this section for information on how to receive notification when you are receiving a new cookie, and how to turn cookies off. We recommend that you leave cookies turned on because they will enable you to take advantage of some of the Site's best features.

Log Files:

This web site uses cookies to log IP addresses, browser types, track where a user came from, where a user

goes on our, most popular pages, least popular pages, and other similar types of information for systems administration purposes,. We do not link cookies or IP addresses to anything personally identifiable. This means that a user's session will be tracked, but the user will be anonymous.

How Does Recorded Books Use the Information It Receives?

Recorded Books uses the information that users provide to the Site in a manner that is consistent with the reason for which such information was provided. For instance, if a user contacts Recorded Books with a question, Recorded Books will use the contact information of that user in order to respond to that inquiry. Additionally, Recorded Books uses automatic information for systems administration, to improve our Site and for troubleshooting purposes.

Does Recorded Books Share the Information It Receives?

Recorded Books considers the information provided by our users to be a vital part of our relationship with our users and We treat it with great care and respect. There are, however, certain circumstances in which We may share such personal data with certain third parties, as set forth below.

Agents:

Recorded Books, like many companies that serve consumers, hires other companies to perform certain functions. Examples include managing our database and mailing requested information. When We employ another company to perform a function of this nature, We only provide them with the information they need to complete the task and they are not allowed to use that information for any other purpose.

Business Transfers:

As We develop our business, We might sell or buy businesses, stores or assets. In transactions such as these, customer information is generally one of the transferred business assets. Moreover, in the unlikely event that Recorded Books or one of its business lines are acquired, customer information may be one of the transferred assets.

Protection of Recorded Books and Others:

We may release account and other personal information when We believe that such release is appropriate to comply with law; protect the rights of, property or safety of our users Recorded Books or others; or enforce our Terms of Use and other agreements. In addition, We may exchange information with other organizations for fraud protection.

Will Recorded Books sell my personal information to other companies?

Recorded Books will not sell your personal information to any third-party.

How Secure Is Information About Me?

Recorded Books exercises reasonable measures to protect the personal information that you provide to the Site. Your personal information is stored off line on a secure server which is password protected.

How can I Access Information About Me?

If you desire to review your own personal information, to correct existing information, or to remove your information, please contact Recorded Books via email at: oneclickdigital@recordedbooks.com. If you request removal of your personal information, you acknowledge that residual information may continue to reside in Recorded Books records and archives, but Recorded Books will not use that information for commercial purposes. Recorded Books reserves the right to maintain your personal information if Recorded Books has suspended, limited, or terminated your access to our Site for violating the Recorded Books Terms of Use

What Choices Do I Have?

As outlined in this Privacy Policy, you can always choose not to provide information, however, doing so may prevent you from receiving certain information or accessing other valuable features at the Site.

Links to Third Party Sites

You may be able to access third party websites through links available on this Site. You understand and agree that your use of such third party sites will be governed by the privacy policies of those sites and not by this Privacy Policy. Recorded Books shall not be responsible for the actions of the operators of such third party websites.

Children

Recorded Books does not knowingly collect information from children under the age of 13. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children to never provide information on this Site without their permission.

Terms of Use, Notices, and Revisions

If you choose to visit the Site, your visit and any dispute over privacy is subject to this Privacy Policy and our Terms of Use Agreement, including limitations on damages and application of the law of the State of New York. If you have a concern about privacy at our Site, please send an email with a detailed description of your concern to: oneclickdigital@recordedbooks.com and We will try to resolve it. Our business and Site change constantly. The Terms of Use and this Privacy Policy may change also. Our use of information that We receive and store is subject to the Privacy Policy and Terms of Use in effect at the time of our use of such information. If we decided to change our Privacy Policy, We will post the revised Privacy Policy on this Site.

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Terms & Conditions

Terms of Use

Effective as of January 1, 2011

Recorded Books, LLC (“Recorded Books”, “we” or “us”) and/or its licensors and service provider(s) provides the web site located at www.oneclickdigital.com and the co-branded versions of such web site (collectively, with all of the associated web pages, the “Site”), the Site Content (as defined below) and our digital content service (the “Service”) to you, an authorized member or representative of a library/school/company subscribing to the Digital Service (“Library/School/Company”), subject to these Terms of Use (“Terms”).

PLEASE READ THESE TERMS CAREFULLY, AS YOU ARE BOUND TO COMPLY WITH THE PROVISIONS HEREIN.

YOU MAY WISH TO PRINT THIS PAGE FOR REFERENCE. THESE TERMS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND RECORDED BOOKS. BY CLICKING THE “I AGREE” BUTTON YOU ARE INDICATING THAT YOU HAVE READ THESE TERMS, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD CLICK THE “I DO NOT AGREE” BUTTON AND CEASE USING OR ATTEMPTING TO ACCESS THE SITE, SITE CONTENT AND DIGITAL SERVICE.

RECORDED BOOKS RESERVES THE RIGHT TO CHANGE OR MODIFY THESE TERMS AT ANY TIME WITHOUT NOTICE TO YOU OR BY MAKING THESE REVISED TERMS AVAILABLE THROUGH THE SITE OR AT [HTTP://WWW.ONECLICKDIGITAL.COM](http://www.oneclickdigital.com). IT IS YOUR OBLIGATION TO REVIEW CHANGES IN THESE TERMS, AND YOU AGREE THAT YOUR CONTINUED USE OF THE SITE, SITE CONTENT AND/OR SERVICE AFTER THE POSTING OF ANY REVISED TERMS CONSTITUTES YOUR AGREEMENT TO BE BOUND BY ANY SUCH REVISED TERMS. YOUR SOLE AND EXCLUSIVE RIGHT WITH RESPECT TO ANY DISSATISFACTION WITH ANY MODIFICATIONS TO THESE TERMS AND/OR THE SITE, SITE CONTENT AND/OR SERVICE IS TO NOT USE OR CEASE USING THE SITE, SITE CONTENT AND SERVICE.

I. OWNERSHIP AND INTELLECTUAL PROPERTY

1.

Ownership

(a) Site, Site Content and Service.

Except for the limited rights granted in Section II.1(a), Recorded Books and/or its licensors own and/or control all right, title and interest (including, without limitation, all copyrights) in and to the Site, Site Content and Service. “Site Content ” means any and all files, text, graphics, hyperlinks, interlinks, search engines, images, software, illustrations, photos, animation, video, audio, audiovisual works, designs or logos, information and other works of authorship made available to you through the Site and/or Service. You agree and acknowledge that you shall not acquire any ownership rights by accessing or using the Site, Site Content or Service. You acknowledge and agree that modification of the Site Content or use of the Site Content for any other purpose is a violation of Recorded Books’ and possibly other third parties’ copyright and proprietary rights.

(b) Trademarks.

“RECORDED BOOKS”, “ONE-CLICKDIGITAL”, and other trademarks indicated as owned by Recorded Books are each trademarks of Recorded Books. Other trademarks used or displayed in connection with the Service may be owned by third parties, including, without limitation, any of Library/School/Company trademarks. Third party trademarks used on the Site or in connection with the Service are used with the permission of such trademark owners and all of their rights are

reserved. You shall acquire no right to use any of the foregoing without the prior written approval of Recorded Books or the owner(s) of such other trademarks. Any use of Recorded Books' trademarks shall inure to the sole and exclusive benefit of Recorded Books. Any unauthorized use of the Recorded Books' trademarks or any third party trademark is strictly prohibited.

2. Copyright Complaints.

If you believe that your copyrightable work of authorship has been copied and is being made accessible on the Site in such a way that would give rise to a claim for copyright infringement, you must provide the following to the Agent for Claims listed below:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site, including, without limitation, any information, documentation or web address(es) which would assist Recorded Books in locating that material;
- Your address, telephone number and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or permissible by law;
- A statement by you under the penalty of perjury that the information in your notice is accurate that you are the copyright owner or authorized to act on the owner's behalf.

Agent for Claims: Recorded Books, LLC

270 Skipjack Road Prince Frederick, MD 20678

Attention: Neil Tress

Facsimile: (410) 535-2761

e-Mail: ntress@recordedbooks.com

II. THE SITE, SITE CONTENT AND SERVICE¹. Access and Use.

(a) Rights Granted.

Subject to these Terms, Recorded Books grants to you a non-exclusive, personal, non-transferable, non-sublicensable, limited and revocable right to access, use and view the Site and Site Content solely (i) for your own personal use, (ii) on a device expressly authorized by

Recorded Books that is connected to the Site via an IP network and owned by you or your Library (an “Authorized Device”) and (iii) in your private Residence (as defined below) or on your Library’s premises. You may “cache” pages of the Site for the sole purpose of increasing the speed and efficiency at which you access the Site in the future. “Residence” means a private, residential dwelling unit or a private individual office unit, but excluding hotel rooms, motel rooms, hospital patient rooms, restaurants, bars, prisons, barracks, drilling rigs and all other structures, institutions or places of transient or work-related residence as well as places, areas, structures, rooms or offices which are common areas or open to the public or to occupiers of separate Residences or for which an admission fee is charged.

(b) Verification of Identity.

Your access to and use of the Site, Site Content and Service is subject to your Library/School/Company verifying your authority to so access and use the Site, Site Content and Service, whether by remote username and password identification or live identification checks. In addition, Recorded Books may issue you (or you may create) a username and/or password for access to the Site. You shall hold and secure any username and password or identification card that provides you access to the Site as strictly confidential, and you shall not allow any other person access to or use of such username and password or identification card. You are responsible for any and all activity related to the Site, the Service and any Site Content accessed or used via your account. You shall (i) immediately notify Recorded Books in accordance with Section VI.3 of any unauthorized use of your username and password or identification card and (ii) ensure that you properly exit the Site and cease using the Site Content and Service at the completion of your session.

2. Streaming/Downloading of Site Content.

(a) *In General.* Certain of the Site Content may be available on a streaming basis and/or download basis, as determined by Recorded Books in its sole discretion from time to time. Depending upon your geographic location, the equipment that you are using to access the Site, the bandwidth available to you and other factors, you may not have access to streaming and/or downloadable Site Content. You are responsible for all charges associated with connecting to the Site, including, without limitation, all Internet access charges, networking and computer equipment costs and any service fees necessary to access the Site.

(b) Download Restrictions.

Recorded Books may in its sole discretion make certain Site Content available for your download to an Authorized Device (such Site Content, the “Download Content”) in accordance with this Section II.2(b) and subject to the remainder of these Terms. If you choose to download the Download Content, you may store and use such Download Content on an Authorized Device in accordance with these Terms and the applicable Usage Rules (as defined in Section II.4(a)) during the period of time during which you are expressly permitted by Recorded Books to use such Download Content (such period, the “Use Period”). Without limiting the provisions of Section II.3 below, you shall not, at any time, copy, export or otherwise move the Download Content from its originally stored location on the Authorized Device to a different location on

such Authorized Device or any other device. You shall not access, use such Download Content upon or after the expiration of the Use Period and you acknowledge that any expired Download Content will be automatically deleted from your or your Library/School/Company's hard drive without further notice to you. 3. Restrictions on Your Use of the Site, Site Content and Service. Except as set forth in Section II.1(a),

(i) you shall not use or exploit any portion of the Site, Site Content or Service, and any such usage or exploitation shall constitute an act of copyright infringement and

(ii) you shall not, by way of example, without limitation, take any of the following actions without the prior written authorization of Recorded Books, which authorization shall be granted in Recorded Books' sole discretion:

(a) copy, reproduce, sublicense, alter, adapt, transmit (including, without limitation, pursuant to a remote listening device), publicly perform or display, distribute, customize, modify, translate, reverse engineer, decompile, disassemble, create derivative works based upon, add to or delete from the Site or Site Content;

(b) sell, rent, lease, transfer or otherwise assign any rights to the Site, Site Content or Service to any third party;

(c) publicly display, link, frame or forward any web address to the Site or any portion thereof;

(d) copy or paste the Site Content or any portion thereof to any other website or web page;

(e) remove any proprietary notices or labels on the Site or Site Content;

(f) use the Site, Site Content or Service, or any portion thereof, for any purposes which are unlawful in any nation or jurisdiction in the world or for any commercial purpose whatsoever;

(g) use the Site, Site Content or Service in conjunction with any device or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction;

(h) use the Site or Service to invade the privacy of, or obtain personal information about, any other user of the Site;

(i) use the Site, Site Content or Service to violate any legal right of any third party, including, without limitation, any publicity or privacy right, copyright or other intellectual property right, or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful or otherwise objectionable;

(j) use any metatags or any other "hidden text" utilizing Recorded Books' name or trademarks;

(k) interrupt, or attempt to interrupt, the operation of the Site or Service in any way; or

(l) permit unauthorized individuals to use or access the Site, Site Content or Service.

4. Other Restrictions and Limitations.

(a) Security. You understand that digital rights management or other copyright protection technologies or mechanisms may be embedded or associated with, or certain technology and/or rules may alter, the Site Content (including, without limitation, the Download Content) in order to protect digital information from access and use (collectively, the “Security Technologies”) and the Security Technologies may limit or restrict your access to and usage of the Site Content in accordance with usage rules established by Recorded Books and/or its licensors from time to time (“Usage Rules”). You agree to comply with such Usage Rules. Usage Rules may be controlled and monitored by Recorded Books for compliance purposes, and Recorded Books reserves the right, in its sole discretion, to modify and/or enforce the Usage Rules with or without notice to you at any time. If you become aware of any unauthorized use of Site, Site Content or Service by any person or entity, you shall immediately notify Recorded Books and reasonably cooperate with Recorded Books to prevent further unauthorized use. **YOU HEREBY ACKNOWLEDGE THAT THE SECURITY TECHNOLOGIES ENABLE RECORDED BOOKS TO ENFORCE CERTAIN RESTRICTIONS RELATING TO YOUR ACCESS TO AND USE OF THE SITE CONTENT (E.G., ENFORCEMENT OF THE USE PERIOD AND RESTRICTIONS AGAINST COPYING) AND THAT SUCH SECURITY TECHNOLOGIES MAY BE USED BY RECORDED BOOKS TO ENFORCE SUCH RESTRICTIONS.**

(b) No Right To Continued Service.

You acknowledge that Recorded Books licenses some or all of the Site Content under agreement(s) with third parties, and that Recorded Books and its service provider(s) are constantly administering the Site, including, without limitation, to comply with the Usage Rules. Recorded Books may add, delete, remove, modify, disable, suspend or restrict some or all of the Site, Site Content and/or Service in its sole discretion without notice to you, and you acknowledge that as a result of such actions: (i) you may no longer be able to use the Site, Site Content and/or Service to the same extent, or at all, as prior to such actions, and (2) that Recorded Books shall have no liability to you or any third party(ies) in such case. Recorded Books shall not be liable in any event for the addition, deletion, removal, modification, disabling, suspension or restriction of access to or use of any or all of the Site, Site Content and/or the Service.

(c) Software.

As part of the Service, in order to access the Site and/or the Site Content now or in the future, you may be required to download, install and run certain software, and updates and upgrades thereto, owned or controlled by Recorded Books and/or its service provider(s). Such software shall be governed by the accompanying software or end-user license agreement, and you shall comply with the terms thereof, the terms of which are incorporated herein by reference.

5. Age Restrictions.

Certain of the Site Content may be appropriate only for persons over the age of eighteen (18) years (“Age Restricted Content”). Those persons who are younger than 18 years of age, or such other age as may be required in your jurisdiction, are referred to herein as “Minors”. The Site Content may be confusing or offensive to Minors. Any Minor must seek consent from his/her legal guardian before using the Site, and such legal guardian should strictly monitor such Minor’s use of the Site. Persons aged between 13 and 18 may use the Site only with the consent of such person’s parent or guardian. If you are aged between 13 and 18 and have not received the consent of your parent or guardian to use the Site or if you are younger than 13, please exit the Site. If you access any Age Restricted Content on the Site, you shall be deemed to represent and warrant that you are at least 18 years of age (or at least the applicable age of majority if you are in a location where the age of majority is greater than 18 years of age) by accessing such Age Restricted Content.

III. LINKS; THIRD PARTY COMMUNICATIONS

1. Links to the Site.

You may not link to the Site from any pornographic, obscene, profane, defamatory, libelous, threatening, unlawful or other website or material which could constitute or encourage unlawful conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or regulation. Notwithstanding the fact that Recorded Books or other parties involved in creating, producing, or delivering the Site may monitor or review any links to the Site, Recorded Books and such parties assume no responsibility or liability which may arise from the content thereof.

2. Links to Third Party Sites.

Although the Site may link to other websites (“External Sites”), Recorded Books is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any External Site, unless otherwise specifically stated herein. By entering the Site you acknowledge and agree that Recorded Books has not reviewed the External Sites and is not responsible for the content contained on any External Site. Your access and use of any External Site is at your own risk.

3. Third Party Postings.

The Site may contain information or advertising for third parties. Recorded Books expressly denies any endorsement, sponsorship, approval, or agreement with any third party communication made available via the Site. Recorded Books shall not be deemed to have considered, reviewed, screened or approved of any such third party communication.

IV. DISCLAIMERS

1. Transmission of Information.

As with any online interaction and electronic communication, there is an inherent risk involved in transmitting any information via the Internet. Recorded Books does not and cannot guarantee that the system of Recorded Books or its service provider(s) is or will be free from hackers or viruses or that information provided by you or any other users to Recorded Books will not be stolen or otherwise surreptitiously obtained. Recorded Books is not responsible or liable to you or any third party for any infections or contamination of your system or delays, inaccuracies, errors, or omissions arising out of your access to or use of the Site, Site Content or Service. You hereby acknowledge and understand that such risk is inherent in interacting with any website, content or service, including, without limitation, the Site, Site Content and Service, and you take full responsibility for any harm, danger or damage that ensues due to any such breach in security. Recorded Books expressly disclaims any such liability. In addition, you agree to be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site, Site Content or Service and you shall be responsible for all charges related thereto.

2. Nature of Services.

(a) Information and Data. Recorded Books offers access to the Site, Site Content and Service for personal entertainment purposes only. Recorded Books does not warrant the truth or validity of the information contained on the Site. You acknowledge and understand the possibility of human and mechanical error, mistakes or omissions in the data or information provided, delays or interruptions of the data or information stream from any cause whatsoever, as well as other factors. You further acknowledge and agree that Recorded Books is not responsible for errors in or omissions from the information contained in or accessed through the Site, Site Content or Service.

(b) Objectionable Material. You understand that through your use of the Site, Site Content and Service you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as such. You agree to use the Site, Site Content and Service is at your sole risk and that Recorded Books shall have no liability to you for the type of content that you may access, including, without limitation, content that you may find offensive, indecent, or objectionable.

3. DISCLAIMER OF WARRANTIES.

THE SITE, SITE CONTENT AND SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. SUBJECT TO THE PROVISIONS OF SECTION V.2, RECORDED BOOKS, ITS SERVICE PROVIDER(S) AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (I) REPRESENTATIONS OR WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, THE SITE CONTENT, THE SERVICE, ANY GOODS OR SERVICES SOLD THROUGH THE SITE OR THE CONTENT OF ANY THIRD PARTY SITE THAT MAY BE LINKED TO THE SITE AND (II) ANY REPRESENTATION OR WARRANTY THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, FREE FROM VIRUSES OR SECURITY

BREACHES. THE SITE CONTENT AND ANY INFORMATION CONTAINED ON THE SITE IS NOT GUARANTEED TO BE ACCURATE, TIMELY OR VERIFIED. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE SERVICE, AND THE ACCURACY OR COMPLETENESS OF THE SITE CONTENT OR INFORMATION MADE AVAILABLE VIA THE SITE OR THE SERVICE, IS ASSUMED SOLELY BY YOU.

V. LIMITATION OF LIABILITY

1. LIMITATION OF LIABILITY.

IN NO EVENT SHALL RECORDED BOOKS, ITS SERVICE PROVIDER(S) OR LICENSORS BE LIABLE HEREUNDER (WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT OR BASED ON A WARRANTY OR OTHERWISE) FOR LOSS OF PROFITS OR REVENUE, LOSS OR INACCURACY OF DATA, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, REGARDLESS OF WHETHER RECORDED BOOKS, ITS SERVICE PROVIDER(S) AND/OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. CERTAIN LIMITATIONS.

WITHOUT WAIVING SECTION VI.4, RECORDED BOOKS AND YOU EACH ACKNOWLEDGES THAT SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR LIMITATIONS OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. IN SUCH JURISDICTIONS, THE LIABILITY OF RECORDED BOOKS, ITS SERVICE PROVIDER(S) AND/OR LICENSORS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. NOTHING CONTAINED IN THESE TERMS SHALL LIMIT OR EXCLUDE OR PURPORT TO LIMIT OR EXCLUDE ANY LIABILITY WHERE SUCH LIMITATION OR EXCLUSION IS VOID OR UNENFORCEABLE OR OTHERWISE NOT PERMITTED UNDER APPLICABLE LAW.

VI. GENERAL TERMS.

1. Termination.

In addition to any other rights of the parties set forth herein, Recorded Books may in its sole discretion restrict, suspend or terminate your access to the Site, Site Content and Service, in whole or in part and without notice, even if your Library/School/Company continues to offer access to the Site, Site Content and Service to its other members or representatives. If Recorded Books terminates your access to the Site, Site Content and/or Service based on a breach of any portion of these Terms, Recorded Books reserves the right to refuse to provide other services to you in the future, even if your Library/School/Company subscribes to such services and offers the benefits of such subscription to its other members or representatives. For the avoidance of doubt, upon any such restriction, suspension or termination, the rights granted to you under Section II.1(a) shall immediately terminate (in the case of a restriction, to the extent of such

restriction). Notwithstanding such restriction, suspension or termination, the provisions set forth in Sections I.1, III, IV, V and VI shall remain in full force and effect indefinitely.

2. Indemnification.

You hereby agree to indemnify, defend and hold harmless Recorded Books, its service provider(s) and its licensors and any of their respective officers, directors, agents and employees (collectively, the “Indemnified Parties”) from and against any and all liability and costs (including, without limitation, attorneys’ fees) incurred by any such Indemnified Parties in connection with your use of the Service, Site or Site Content, including, without limitation, with respect to any claim arising out of any breach or alleged breach of any of your obligations set forth herein. You shall cooperate as fully as reasonably required in the defense of any claim. The Indemnified Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of the Indemnified Parties.

3. Notices.

Notices by Recorded Books to you may be given by means of a general posting at the Site or by contacting you at the address, telephone number or e-mail address provided by you to Recorded Books, if any. All notices from you to Recorded Books (including, without limitation, questions, complaints, legal notices or copyright complaints) shall be sent (i) by courier or first-class mail to the address set forth below or (ii) by facsimile or e-mail (in each case with express confirmation of receipt by Recorded Books in writing) to the facsimile number and e-mail address set forth below:

Recorded Books, LLC

270 Skipjack Road

Prince Frederick, MD 20678

Attention : Neil Tress

Facsimile: (410) 535-2761

e-Mail : ntress@recordedbooks.com

4. Governing Law;

Forum Selection; No Export. These Terms shall be governed by the laws of the State of Maryland without regard to the principles of conflicts of law. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts sitting in the State of Maryland for the purpose of resolving any dispute relating to your access to or use of the Site, Site Content and/or Service. Recorded Books may seek injunctive or other appropriate relief in any state or federal court in the State of Maryland, and you consent to exclusive jurisdiction and

venue in such courts. You agree not to assert, by way of motion, as a defense or otherwise, in any such dispute, that you are not subject personally to the jurisdiction of such court, that any corresponding claim is brought in an inconvenient forum or the like, that the venue of the claim is improper or that these Terms or the subject matter hereof may not be enforced in any such court. Any summons, order to show cause, writ, judgment, decree or other process issued by such court may be served on you at the address which you have provided to Recorded Books or personally outside the State of Maryland, and when so served, you shall be subject to the jurisdiction of such court as though the same had been served within the State of Maryland. No software from the Site, Site Content or Service may be downloaded, exported or re-exported by you into (or to a national or resident of) any countries that are subject to U.S. export restrictions.

5. Relationship Between the Parties;

Third Party Beneficiaries. These Terms shall not be construed to create a partnership, joint venture, agency or other legal relationship between Recorded Books and you. Each of Recorded Books' licensors and content providers, together with their respective successors and assigns, shall be an intended third party beneficiary of these Terms and shall have the right to enforce any and all obligations, restrictions and/or other terms and conditions imposed on you under these Terms to the same extent as if such licensor or content provider were a party to these Terms. These Terms are fully enforceable in every respect, at law or in equity, by each such licensor or content provider as an intended third party beneficiary hereunder.

6. Severability;

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These Terms constitute an enforceable written agreement between you and Recorded Books. A printed version of these Terms, and of any notice given in electronic form related to this agreement, shall be admissible in judicial or administrative proceedings to the same extent, and subject to the same restrictions, as other business contracts, documents, or records originally generated and maintained in printed form. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

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You agree that a breach of any of the terms and conditions of these Terms may result in irreparable harm and significant injury to Recorded Books, which may be difficult to ascertain. Accordingly, you agree that Recorded Books shall be entitled to equitable relief, including, without limitation, an immediate injunction enjoining any further breach, in addition to all other remedies available to Recorded Books at law or in equity.

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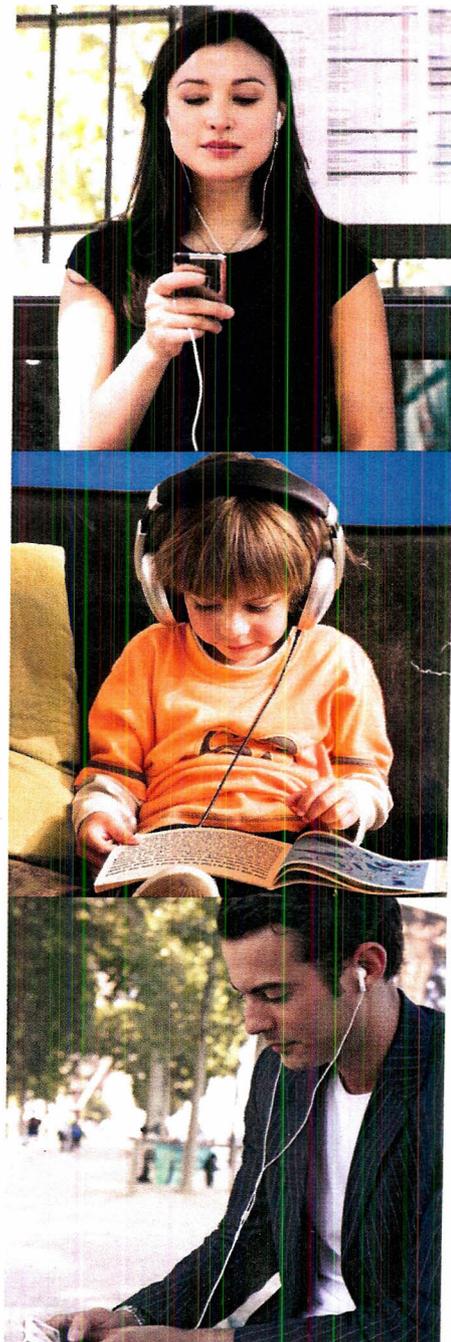
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GILA COUNTY ATTORNEY Daisy Flores

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-1189

Regular Agenda Item 4- D

Regular BOS Meeting

Meeting Date: 04/17/2012

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 Division: Library District

Fiscal Year: 2013 Budgeted?: Yes

Contract Dates July 1, 2012 - June 30, 2013 Grant?: Yes

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Presenter's Name: Jacque Griffin

Information

Request/Subject

First Things First Grant Renewal for Parent Education Community-Based Training / July 1, 2012 - June 30, 2013

Background Information

The Gila County Library District's "First Things First Parent Education Community-Based Training Grant" is eligible for a program renewal by extending the current grant award from July 1, 2012, through June 30, 2013. This is a reimbursement grant in the amount of \$85,000. The program renewal for 2012-2013 cannot be different in scope from the original grant award in 2010-2011. Application must be submitted in draft form by April 4, 2012, and final submittal with signatures must be submitted by April 20, 2012, in order to be eligible for continued funding.

Evaluation

The current Early Literacy Grant from "First Things First" has been highly successful in providing curriculum materials and educational training to the libraries in the service area for their use in programming and training for parents. Additionally, library staff have heard only positive comments regarding the training provided to parents on the importance of early literacy skills and the importance of reading to their children. At this time, 1,380 children ages birth to five are enrolled in this program and receive books each month to foster the importance of reading, the six pre-reading skills, and provide parents with material to read each month. The public libraries are continuing to tailor and adapt programming geared at these ages, to encourage families to expand the reading opportunity by visiting the library and borrowing other books to read.

The only noteworthy change in this renewal alters the Community Outreach Liaisons to temporary part-time Library District employees from the current year's program where they are contracted with local libraries or library friends groups. The current situation has created the most significant barrier to implementation, and both Library District staff as well as First Things First staff believe that the proposed plan will provide for better parent contact and program coverage throughout the service area. The grant details specify that there will be four to six temporary part time staff with limited hours that will be employed for a maximum of eight months.

Conclusion

Of all the programs that the Gila County Library District administers, fosters, or promotes, this grant gives staff the opportunity to reach the most residents, and creates a climate and culture to develop the pre-reading skills necessary for literacy in children. The grant renewal has a goal of enrolling 1,800 children in this program. This will complete the standard three-year cycle for First Things First grants. Library District staff anticipate applying for a new grant cycle next year to continue this successful outreach program.

Recommendation

The Gila County Library District recommends that the Board of Directors approve this renewal for the First Things First Parent Education Community-Based Literacy Grant for the amount of \$85,000 for fiscal year July 1, 2012, through June 30, 2013.

Suggested Motion

Information/Discussion/Action to approve the renewal application on behalf of the Gila County Library District for the "First Things First Community-Based Literacy Grant" (FTF-RC004-11-0272-01-Y2) in the amount of \$85,000 for fiscal year July 1, 2012, through June 30, 2013. **(Jacque Griffin)**
(Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Attachments

Grant Renewal FTF Parent Education Community Based Training

FIRST THINGS FIRST NOTICE OF RENEWAL CONSIDERATION

TO: First Things First Grantees

FROM: Annette Garcia
Financial Specialist

RE: Renewal Information

DATE: March 13, 2012

Your current grant program is approaching renewal consideration from First Things First Gila Regional Partnership Council.

Receipt of this packet does not guarantee renewal of your agreement; it indicates that you are eligible for renewal consideration. First Things First may award programs based on a number of factors including past performance and response to this renewal package.

Should you be renewed, you will continue to be responsible for adherence to the terms and conditions as set forth in the original Request for Grant Application (RFGA) or grant agreement. This includes adherence to the appropriate standards of practice, program and financial requirements, and timely submission of data, narrative, and financial reports.

Attached please find the Renewal Package for First Things First Grant Programs. The Renewal Package Cover Page includes information on the following Attachments:

- **Attachment A** – Narrative response to First Things First questions related to implementation and data collection
- **Attachment B** – Implementation Plan
- **Attachment C** – Budget and Budget Narrative
- **Attachment D** – Key Personnel
- **Attachment E** – Disclosure of Other Funding
- **Attachment F** – Standard First Things First Information Form and Authorized Renewal Submission Signature

Once renewal applications are submitted and reviewed, recommendations for funding will be made to the Gila Regional Partnership Council and Board of First Things First. First Things First staff may contact you for clarifications prior to making recommendations to the Regional Partnership Council and/or Board of First Things First. Contracts will be in effect from July 1, 2012 through June 30, 2013. All other rules and regulations, and special terms and conditions from awarding RFGA or grant agreement will remain in effect for the contract period.

Renewal applications must be **received** by **April 4, 2012 by 3:00 pm** and submitted to me via email, by mail to 4000 N. Central Avenue, Suite 800, Phoenix, AZ 85012 or by fax (602)265-0009. Please contact me if you have any questions at angarcia@azftf.gov or by telephone at 602-771-5089.

Thank you and I look forward to reviewing your renewal package.

First Things First Grant Renewal Package Instructions *July 1, 2012 – June 30, 2013*

Renewal Instructions

Your First Things First grant is eligible for a program renewal by extending the current grant award from July 1, 2012 through June 30, 2013. Programs proposed for 2012-2013 cannot be different in scope than the current grant award.

Grantee Name:	Gila County Library District
First Things First Award Number:	FTF-RC004-11-0272-01-Y2
Strategy Name:	Parent Education Community-Based Training
Data Template(s) Assigned:	<ul style="list-style-type: none"> • Parent Education Community Based Training
Renewal Funding Eligible Amount:	\$85,000

The renewal package does include narrative information as well as required forms as outlined in the following attachment sections:

Program Implementation Narrative: (*Attachment A*) Please provide a narrative response to the questions found in this Attachment.

Program Implementation Plan: (*Attachment Form B*) Please provide an updated implementation plan for your program for 2012 - 2013. The implementation plan should be related to the originally approved program activities, tasks, data collection, data submission, and process. Please use any necessary narrative to further describe your program implementation (Question 2).

2012-2013 Budget Forms (*Attachment C – must include line item budget and narrative*):

- Line Item Budget Form
- Budget Narrative Explanation

Key Personnel/Staff Overview: (*Attachment Form D*) Please list all staff that will be paid from this grant

program during the 2012-2013 grant cycle. This should match your line item budget and budget narrative. Submit resumes and/or staff change notification forms for new staff or those that have not yet been submitted to First Things First previously. The staff change notification form is located under the Grantee Resources folder on the PGMS home page.

Disclosure of Other Funding Sources (Attachment E) – List any other funding utilized for this program administered by your agency.

First Things First Standard Information and Authorized Signature (Attachment Form F): Please complete all three sections detailing:

- The legal applicant
- The main, program, financial and evaluation contact information – these contacts should be what you want identified for this grant award in First Things First’s Partner Grant Management System (PGMS)
- The program **Target Service Unit(s)** assigned for the strategy by First Things First and your implementation **Target Service Number(s)** to be served/completed in 2012-2013.
- The program description – brief summary to be used for public descriptions of First Things First funded programs
- Authorized Renewal Submission Signature

Standards of Practice Updates: Any updates to the Standards of Practice related to the scope of work for your award can be found when you log into Partners Grant Management System (PGMS) under Grantee Resources. Updated Standards of Practice are part of the requirements for the award and implementation of your grant program. Please take a moment to make sure you have reviewed the latest Standards of Practice. The Standards of Practice represent First Things First’s intent for the implementation of this strategy. Grantees that cannot meet the identified standards must state so clearly in writing and justify the reasoning, and identify how the grantee is moving toward meeting the standard. First Things First will respond as to whether a waiver of any part of the Standards of Practice shall be approved.

Model Programs that Require Certification and Accreditation: It is the grantee’s responsibility to maintain accreditation/certification with national program models. Grantees are to include staff training, program model accreditation/certification and quality assurance and evaluation costs in budgets, as needed. Programs will need to refer to their National office and/or administrative home for cost information, if applicable.

Compliance with State and Federal Law: As a reminder, all other state rules, regulations, and special terms and conditions will remain in effect for the contract period. This renewal application information becomes part of the agreement and expectations for program implementation and performance. A complete listing of the state uniform terms and conditions can be found via the State Procurement Office website at: http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp. Additionally, First Things First will post any important grantee requirement and updated Communications Protocol information under the Grantee Resources section of PGMS.

Grantees must maintain compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the agreement. Grantees will also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act for all employees performing work under the agreement. I-9 forms are available for download at USCIS.GOV.

First Things First may request verification for any Contractor or subcontractor performing work under the agreement. Should FTF suspect or find that a grantee is not in compliance with state or federal laws, First Things First may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the agreement for default and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

Data Security: All grantees must have a data security policy in force, which identifies how the organization ensures that data is protected in all its forms, during all phases of its life cycle, from inappropriate access, use, modification, disclosure, or destruction.

All grantees subject to HIPAA, FERPA, GITA, or other data regulation, are required to submit and maintain those approvals for all data. If HIPAA, FERPA or other data regulation requires that participating individuals give consent to data collection on their person and if in the course of regular data submissions to FTF such data will be provided to FTF, submission of personal data to FTF must be reflected in all data regulation documents.

Program Performance: First Things First provides program information to the public, Regional Partnership Councils, and the Board of First Things First. The information regularly provided to the Regional Partnership Councils and Board of First Things First will include proposed renewal information, submission of data related to performance measures and target service units, prior program implementation performance information, program narrative information, and financial information. Regional Councils utilize this information as part of the elements necessary to continue strategic planning that is demonstrated in priorities for annual Funding Plans, renewal decisions, development of new or modified strategies, review of the impact that program implementation has had in the region and state as well as achievement of system building.

Renewal Package Due Date: Renewal Package must be *received* by **April 4, 2012 at 3:00 p.m.** and submitted via mail, fax or email to:

Annette Garcia
Financial Specialist
angarcia@azff.gov
602-771-5089
(602) 265-0009 (Fax)

Please contact your assigned Finance Division staff member if you have any questions about your Renewal Package.

Attachment A

Program Implementation Questions

Please provide a narrative response to the questions below. To ensure that you are not changing the scope of work of your original grant, you must use the same programs and/or strategies as described in your original proposal, unless you have obtained prior approval. *(Gila County Library District Responses are in Italics)*

1. (Complete A, B, and/or C as appropriate) *There were no modifications necessary*
 - a) If your program received approved modifications, please describe those modifications and how they will continue to be implemented in 2012-2013.
 - b) If you have proposed modifications moving forward, please describe how they will enhance program implementation and/or why they are necessary for the program to be successful in 2012-2013.
 - c) If there were no modifications or no planned modifications, please indicate no modifications necessary.
2. Please provide a brief narrative description of your proposed program that will be implemented in 2012-2013. This description should match information provided in your Implementation Plan (Attachment B) and explain anything from the Implementation Plan needing additional description.

Continue the early literacy program that provides training to parents about the importance of early literacy development for young children, birth through age five, by using Brain Boxes in children's programming in all public libraries. Persist in partnerships with WIC Clinics, Family Crisis Shelters, and Pregnancy Clinics in order to reach more parents with the message of the importance of early literacy. Existing Library District and local library staff will provide any additional training for new staff / volunteers on both the early literacy program and the incorporation of Brain Boxes in the programming at the various locations where they are on loan. As an incentive and reward for learning about the importance of early literacy, each month, each child enrolled in the early literacy program will continue to receive a book in the mail addressed to the child until they reach the age of five.

Library District staff will continue to provide training to the Community Liaisons, as well as to the local library staff and other partners within our program. We plan to expand our partnerships to include the Gila County Probation Department in a effort to reach parents and families not currently being served. Library District Staff are presently updating the CD that plays in the Globe WIC waiting room that presents information on the importance of early language and brain development, promotes early literacy efforts and prompts parents to ask WIC staff about the program.

- Please describe the locations within the region in which you plan to deliver program services in 2012/2013 implementation.

We plan to target all communities within the Gila Regional Service Area which include, but are not limited to Gisela, Globe, Hayden, Miami, Payson, Pine, Roosevelt, Star Valley, Strawberry, Tonto Basin, Winkelman and Young.

- Please include in your implementation plan, the use of staff and/or consultants that will provide outreach in the various communities in the region to reach children and their families that have not previously been reached through the current program . Do you plan to continue the advocacy-outreach consultants in 2012-2013? If so, please provide information on the outreach plan and the roles of consultants.

Gila County Library District will hire four to six local outreach/community liaison advocates, on a temporary part-time basis to provide parent training and increase enrollment in the program in each community . Community Liaisons will report directly to the County Librarian which will allow for direction and guidance, as well as foster a unified approach.

- Please describe the barriers to full implementation in the prior year, and how you plan to address those barriers in SFY13 implementation.

Barriers in this past year have been the implementation of the MOU's (contracts) with the community friends groups. We found that just getting the ball rolling, meeting agenda deadlines, getting Board Approval, getting approval from the local agencies, and finding the right person for the right fit in each community took more time than anticipated. In Tonto Basin for example, we found a well qualified local advocate, and then she moved from the area before we had a contract in place with the Tonto Basin Library, which delayed our implementation in that community.

In Fiscal Year 13 the Library District plans to hire the Community Liaisons through Gila County on a temporary part time basis. This will give the district more control over how, when and where the liaisons spread the word about early literacy.

- Please describe current and ongoing plans for data collection and submission, including how your program is using data to promote optimal service and ongoing improvement.

The Library District will use the data in the table below to to concentrate on families that have not been reached.

Target Areas	New Census Data Birth to 5 yrs.	Enrollments in Imagination Library	Target Population Reached
Globe/Miami	1101	648	59%
Hayden/Winkelman	78	66	85%
Payson/Star Valley/Gisela	953	438	46%
Pine/Strawberry	55	37	67%
Tonto Basin/Roosevelt	108	38	35%
Young	17	19	112%
Total Gila County	2319	1380	60%

District staff will continue to enter the registration form information in the Dolly Parton Imagination Library System as they are collected by the Community Liaisons, as well as maintain the database. Every month the System releases a NCOA (National Change of Address) report. This report notifies the District which children have moved. The downloaded report lists all the child's contact information along with a information regarding whether or not a book has been mailed out to the child. District Staff will attempt to contact the parents to verify the correct address. If contact cannot be made, the child is removed from the list to prevent further mailings, since books mailed from a non-profit organization cannot be forwarded by the US Postal Service.

The Library District plans to continue the Kindergarten Survey, which utilizes an Evaluator to collect data from all Kindergarten Teachers in the service area regarding incoming students reading readiness abilities.

Plans for FY 2013 include continuing with the end of the year program survey that will be mailed to the parents/caregivers of the children enrolled in the program. Staff will use the enrollment date of February, since those families will have received at least two books prior to the survey being mailed. Library staff will continue to compile the survey results, along with comparisons to prior years, and include those results in the final quarterly report for FY13.

Attachment Form B

2012 – 2013 Implementation Plan

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Hire Community Liaisons & Evaluator(Survey taker)	Recruit Liaisons & Evaluator	Jacque Griffin/Gila CountyHR Dept.	June 2012	
	Hire Liaisons & Evaluator	CountyHR Dept.	July 2012	Online applications
	Add new staff to FTF PGMS	Mary Stemm	July 2012	Filed with FTF PGMS
Promotion of Early Literacy Programming in Gila County Registration of Children into Imagination Library	Mandatory meeting between GCLD Library Staff, Evaluator and Liaisons to plan the promotion of Early Literacy Programming	Jacque Griffin	July 2012	Sign-up Sheet will be utilized
	Register Children for Imagination Library	Community Liaisons	July 2012 through February 2013	Registration forms will be turned over to Mary Stemm for input in IL System
	Locate Venues for Reaching Children Whose parents don't come to library	Community Liaisons	July 2012 through February 2013	Liaisons will report to Mary Stemm for quarterly narrative.
Input Imagination Library Registrations into Dollywood Foundation Site	Data Input for new registrations	Mary Stemm	Monthly	Found on IL System online
	Data updates for change of address	Mary Stemm	Monthly	Handled online through IL System

	NCOA Alerts for “Bad” addresses	Mary Stemm	Monthly	Monthly reports online at first of each month.
Invoicing	Process invoices for book orders from Dollywood Foundation Imagination Library	Mary Stemm	Monthly	Filed with Gila County Finance Department
	Process all other invoices for Early Literacy programming	Mary Stemm	As the need arises	Filed with Gila County Finance Department
	Input Paid Invoices to First Things First	Mary Stemm	Monthly	Filed with FTF PGMS
Data / Narrative Reports	Report Trainings to District Staff	Liaisons	Monthly	Email Mary Stemm
	Upload Data Report to FTF	Mary Stemm	Monthly	Filed with FTF PGMS
	Upload Narrative Report to First Things First	Mary Stemm	Quarterly	Filed with FTF PGMS
Evaluation	Poll Kindergartens in all public schools for number of children not prepared for enrollment.	Evaluator	August 2012	Keep on file in Gila County Library District Office and report to FTF PGMS
	Evaluate Survey Responses	Evaluator	September 2012	Email report to County Librarian and Mary Stemm
	Include Survey results in quarterly report	Mary Stemm	October 2012	Filed with FTF PGMS
Satisfaction Survey to Parents	Mail Survey to parents of children registered as of February 1 st during 4 th qtr.	Mary Stemm	April 2012	Copy of Survey on File in GCLD Office and report to FTF PGMS

	Receive surveys and report on results	Mary Stemm	June 2012	Include survey results in Final quarterly report to FTF PGMS
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Early Literacy Training	Train parents/caregivers by attending parent meetings of various community entities during the year	Jacque Griffin, Mary Stemm, Community Liaison staff	As often as possible when the occasions arise	Filed with FTF PGMS Data Reports
	Train parents/caregivers by video presentation at WIC Clinics and take new registrations for Imagination Library	Jacque Griffin/WIC Clinic Employees	Weekly	Data reports and quarterly narratives to FTF PGMS
	Continue one on one training w/parents	Public Librarians, Community Liaison staff	Daily as the need arises	Filed with FTF PGMS quarterly reports

Attachment Form C

STANDARD LINE ITEM BUDGET INSTRUCTIONS

While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. **Limit** your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e., Sub grants), Other Operating Expenses and Administrative/Indirect Costs and to the budget subcategories listed.

As shown, a line item budget justification for each component must be included and describe the procedure for determining the cost of budget categories in the budget narrative. Detail in the line item budget narrative strengthens the items requested in the line item budget by describing how the cost was determined, the benefit of the item to the program and the how the item is essential for the program's success.

Please keep in mind that requested funds must follow the original scope of work and must follow the basic guidelines for grantees related to allowability of costs that demonstrate reasonableness for the project and are necessary for the successful implementation of the program. Items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related to the project's implementation. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
 - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
 - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.

Attachment C – Line Item Budget

Budget Period: July 1, 2012– June 30, 2013

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$30,000.00
Salaries	Community Liaisons	30,000.00	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$
Fringe Benefits or Other ERE			
PROFESSIONAL AND OUTSIDE SERVICES		Professional and Outside Services Sub Total	\$50,400.00
Contracted Services	Dollywood Foundation Imagination Library Books	50,400.00	
TRAVEL		Travel Sub Total	\$1,435.00
In-State Travel	Community Liaison Outreach	1435.00	
Out of State Travel	Travel		
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$800.00
Subgrants or Subcontracts to organizations/agencies/entities	Kindergarten Evaluator (Friends of Globe Library)	800.00	
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$2,365.00
<ul style="list-style-type: none"> • Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Evaluation (non-contracted and non-personnel expenses) • Utilities • Furniture • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Equipment Maintenance • Professional Development/Staff Training • Conference Workshops/ Training Fees for Staff • Insurance • Program Materials • Program Supplies • Scholarships • Program Incentives 	Postage for surveys Printing surveys 25 pkgs. Every Child Ready To Read Brochures	1386.00 284.00 695.00	1386.00 284.00 695.00
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:			\$85,000
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$0.00
Indirect/Admin Costs		\$	\$0.00
Total		\$	\$85,000

Attachment Form C (Continued)

BUDGET NARRATIVE EXPLANATION

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form (Attachment C Line Item Budget). Please verify that the narrative and budget form correspond and the calculations and totals are accurate. **Please include one narrative for your Line Item Budget of 12 months. Limit your budget categories and subcategories to those listed.**

NOTE: Briefly highlight any changes to your budget from the previous Fiscal Year, particularly those line items where your budget has increased. If the total funds available under this contract have increased from the previous year, only one description of the sum of budget increases is needed.

Personnel Services: Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.

Community Liaisons for 5 areas, Globe-Miami, Hayden-Winkelman, Payson-Star Valley, Pine-Strawberry, Tonto Basin-Roosevelt, and Young, will be hired on a temporary part-time basis by Gila County at a gross rate of \$20.00 per hour for the county with \$18.47 per hour for the employee after 7.65% for FICA and Social Security. (Tax to be determined by the employee).

Funds spent on each liaison will be determined by the percentage of the target population in each area.

Community Areas	New Census Data Birth to 5 yrs.	Percent	\$
Globe/Miami	1101	40	12,000
Hayden/Winkelman	78	5	1,500
Payson/Star Valley	953	40	12,000
Pine/Strawberry	55	5	1,500
Tonto Basin/Roosevelt	108	5	1,500
Young	17	5	1,500

Total **\$30,000**

Professional and Outside Services: If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. Explain how all contracts will be procured.

Gila County Library District will continue to contract with the Dollywood Foundation Imagination Library to supply a book a month by mail to any child registered in the program. Rate of \$28.00/year per child with a goal of 1800 (78%) = \$50,400.

Travel: Separate travel that is in state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants **must** use the State of Arizona Travel Policy limitations on rates for mileage, lodging, and meals (<http://www.gao.az.gov/travel/> for both in state and out-of-state travel).

Travel monies will be set aside for the liaisons to travel from their communities to Globe in order to meet with the Gila County Library Director to complete plans for the awareness campaign and to insure that there is a unified message presented to the prospective parents/caregivers. Travel monies will also be reserved for travel for the liaisons to do outreach in their communities.

Travel for outreach 2243 miles @ .51 per = \$1,144.00

<i>Strawberry to Globe</i>	<i>99.8</i>	<i>Round trip</i>	<i>199.6 @ .51 per mile = \$101.80</i>
<i>Payson to Globe</i>	<i>81.3</i>	<i>Round trip</i>	<i>162.6 @ .51per mile = \$82.95</i>
<i>Young to Globe</i>	<i>66.9</i>	<i>Round trip</i>	<i>133.8 @ .51 per mile = \$68.25</i>
<i>Hayden to Globe</i>	<i>37.3</i>	<i>Round trip</i>	<i>74.6 @ .51 per mile = \$ 38.00</i>
<i>(Totals rounded to nearest nickel)</i>			
<i>Total</i>			<i>\$1,435.00</i>

Aid to Organizations or Individuals: In the event that this includes collaboration and the contract will be utilizing other sub grantees or subcontractors to perform various components of the program, include a list of sub grantees, programmatic work each sub grantee will perform, and how costs for each sub grantee are determined.

*Funds will be distributed to the Friends of the Globe Library to contract with an evaluator at the rate of \$20.00 hour in order to conduct a survey of all the Kindergarten teachers at all the schools to find out how many children entered school in August 2012 unprepared for reading readiness. **\$800.00** is set aside for this.*

Total for this line item is \$800.00

Other Operating Expenses: Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy,

Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives

Product Name: Every Child Ready to Read, Second Edition Brochure (pack of 100)

Unit price: \$30.00

Quantity: 25

Subtotal: \$750.00

Shipping: \$20.00

PLA Membership discount: (\$75.00)

Total: \$695.00

Postage for 1800 surveys (letters and return address postcards) for parents estimated at \$1386.00

Printing for 1800 4th quarter surveys to parents (includes letters to parents, postcard surveys, and envelopes) estimated at \$284.00

Total **\$2,365.00**

Attachment Form D

KEY PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: <i>Deborah Leverance</i> Title: <i>Evaluator/Surveyor</i> FTE on this project: <i>.02</i>	<i>Technology Integration Specialist, July 2011 to present ; Teacher, August 2009 to June 2011 ; Holy Angels School Principal, 2005 to June 30, 2009 ; Assistant Principal, 2000 to 2005 ; Liberty High School Instructor, 2000 to 2005 ; Holy Angels' Teacher, 1995 to 2005</i>
Name: <i>TBA</i> Title: <i>Hayden/Winkelman Community Liaison</i> FTE on this project: <i>.05</i>	<i>Community outreach for Hayden Public Library ; Hayden / Winkelman Area Community Liaison</i>
Name: <i>TBA</i> Title: <i>Young Community Liaison</i> FTE on this project: <i>.05</i>	<i>Community outreach for Young Community Area</i>
Name: <i>TBA</i> Title: <i>Payson Community Liaison</i> FTE on this project: <i>.40</i>	<i>Community outreach for Payson/Star Valley</i>
Name: <i>TBA</i> Title: <i>Pine/Strawberry</i> FTE on the project: <i>.05</i>	<i>Community outreach for Pine/Strawberry</i>
Name: <i>TBA</i> Title: <i>Globe/Miami Community Liaison</i> FTE on this project: <i>.40</i>	<i>Community Liaison for Globe/Miami/Wheatfields</i>
Name: <i>TBA</i> Title: <i>Tonto Basin Community Liaison</i> FTE on this project: <i>.05</i>	<i>Community outreach for Tonto Basin/Gisela/Roosevelt</i>

***In addition to this overview, please attach a resume (for current personnel if not previously submitted to First Things First) or a job description (for positions to be hired and not previously submitted to First Things First) for the key individuals involved in the project.**

Gila County Library District
Job Title
Early Literacy Community Outreach Liaison
Temporary Part-time

JOB SUMMARY

The primary responsibilities of the individual in this position are to develop and coordinate outreach activities for early literacy promotion to parents of children ages birth to five years. This includes taking the early literacy experience to populations that do not have direct access to a library facility, promoting library services and resources to community groups, with an emphasis on early literacy and reading.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. *Maintains patron confidentiality in compliance with Arizona state law.*
5. *Conducts early literacy outreach for parents/caregivers of children, birth to five years.*
6. *Develops and implements a plan for providing outreach services for assigned areas of Gila County by working closely with the County Librarian.*
7. *Works with schools, daycares, WIC, Head Start, teen parenting groups, Boys & Girls Club, and other community organizations that serve children to promote Early Literacy. The critical age group of focus is on birth to five years.*
8. *Is aware of other community entities providing services to children and coordinates activities as appropriate. The focus is on entities that provide service to birth to five years of age.*
9. *Seeks out opportunities and makes early literacy presentations to community groups. Focus on groups that include target populations.*
10. *Works closely with the County Librarian planning distribution of informational early literacy brochures and registers children for the Imagination Library Book Program.*
11. *Prepares monthly reports and forwards as directed.*
12. *Performs other related and necessary duties as assigned.*

REQUIRED CERTIFICATIONS, SKILLS AND ABILITIES

- *Must have a current driver's license valid in the State of Arizona and a vehicle to do site visits.*
- *Education and/or experience in early literacy programming.*
- *Proficiency with word processing and email.*
- *Ability to work with limited supervision, with an aptitude for detailed work and proficiency in prioritizing tasks*

REPORTING RELATIONSHIPS

Reports to: County Librarian, Library Assistant Senior

Deborah Diana Leverance

654 North Cochise Street

Globe, Arizona 85501

928-701-2580

dleverance@gmail.com

EDUCATOR EXPERIENCE

Technology Integration Specialist, July 2011 to present

Gila County Education Service Agency, Facilitate the effective training of Gila County teachers in the area of the integration of educational technology.

Teacher, August 2009 to June 2011

Southern Gila County Preparatory Academy, Research, develop and deliver higher level curriculum units for classes of

highly-motivated students in grades three through eighth. Work with teachers throughout the county to suggest and facilitate implementation of effective classroom strategies, simplify access to a variety of standard-enhancing resources

and working with teachers exploring alternative approaches to meeting the needs of challenging students.

Principal, 2005 to June 30, 2009

Holy Angels School, private school community with 150 students in grades pre-kindergarten through eighth.

Assistant Principal, 2000 to 2005

Holy Angels School, Responsible for curriculum review, professional development, grant writing, technology planning and implementation, oversight of school improvement process, school emergency planning.

Evening Instructor, 2000 to 2005

Liberty High School, Worked alone in the evening program for students who could not adjust to daytime classes due to

behavior issues, parenting obligations, or because of participation in the work/study program, Responsible for transcript analysis for new students, course design to meet student needs and state standards, Monitored and recorded student progress and developed community resources to provide variety and motivation.

Teacher, 1995 to 2005

Holy Angels School, Sixth grade homeroom, math teacher grades 5 - 8. Student Council Advisor, Science Olympiad Coach, Chair of two Accreditation/Self-evaluation teams, (1996, 2002) Special Education and federal programs teacher/coordinator

Teacher, 1994 to 1995

Saint Charles Mission School, Kindergarten

Substitute Teacher, 1993 to 1994

Globe and San Carlos School Districts

Library Assistant and Chapter I Clerk, 1993 to 1994

Holbrook School District

EDUCATION AND PROFESSIONAL DEVELOPMENT

Differentiated Instruction: It's Not Your Average Process, Participant, 2009, 2010

Masters of Education in Catholic School Leadership, Marymount University, 2008

National Board Teacher Certification, Middle Childhood Generalist, 2002

Northern Arizona University, Special Education Certification training, 2002

Arizona School Service through Educational Technology, Master Teacher Training, 2001

Bank of America Exemplary Teachers for Arizona, Arizona State University, 1999 - 2000

Environmental Protection Agency Institute for Teachers, Morgan State University, 1998

Prescott College, Elementary Education, Teacher certification program, 1995, 4.0 GPA

University of Arizona, Literature for Adolescents, 1992

Northern Arizona University, B.S., Business Administration, Management, 1983, Magna cum Laude

Attachment E

DISCLOSURE OF OTHER FUNDING SOURCES

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the funded program*. Statute ARS 8-1183 provides for a prohibition on supplanting of state funds by First Things First expenditures, meaning that no First Things First monies expended are to be used to take the place of any existing state or federal funding for early childhood development and health programs.

Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
N/A No additional funding is included in this program			
TOTAL:		\$ 0.00	

*Should include only those funds that will support the program detailed the awarded First Things First grant award

Attachment Form F

FIRST THINGS FIRST STANDARD INFORMATION FORM AND AUTHORIZED RENEWAL SUBMISSION SIGNATURE

A. Agency Information:

Program Name (if applicable) First Things First Community Based Early Language and Literacy

Agency Gila County Library District Contact Person Jacque Griffin

Address Guerrero Building Position Library District Director

Address 1400 E Ash St Email jgriffin@co.gila.az.us

City, State, Zip Globe, AZ 85501 Phone 928-402-8770 x Fax 928-425-3462

County Gila Employer Identification Number: 86-6000444

Agency Classification: State Agency County Government Local Government Schools Tribal
 Faith Based Other

If any of your agency's vendor information has changed, an updated Substitute W-9 Form is necessary to change payment information.
http://www.gao.az.gov/onlineforms/forms/AZ_subw-9_010410.pdf

In which Congressional (Federal) District is your agency? Enter District # 1
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # 6,8
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year?
\$ 0.00

What is your organization's fiscal year-end date? June 30

Accounting Method: Cash Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? N

Please provide contact information of the audit firm conducting your audit:

Agency Criston Larson Allen LLP

Address 1201 South Alma School Rd. Mesa, AZ 85210

Phone Number 480-615-2300

B. Proposed Program Information / Description:

Amount requested: \$85,000

Service area of proposed program: The communities of Gila County and Tribal Lands including the Tonto apache Tribe, not including the portion of the Fort Apache Indian Reservation within Gila County, and not including the portion of the San Carlos Apache Indian Reservation with Gila County

Target population of proposed program: 2321 (children birth to 5 years) per 2010 U.S. Census Data

Target Service Unit(s) – Lead First Things First Strategy - Parent Education Community-Based Training

These are the assigned Target Services Units for your primary strategy award from First Things First. Please indicate the Target Number for each Target Service Unit(s) for the 2012 – 2013 implementation period.

Important Items to NOTE:

If you are providing a Target Service Unit different than your FY 12 contracted number (greater or less) please provide a brief description explaining why the change after each TSU that is different than FY 12 numbers.

If you are not providing services for a particular Target Service Unit within the assigned Strategy please indicate with “NA”. Indicating with a “0” indicates that you are providing services but anticipate serving “0” services for that Target Service Unit(s), NA indicates you are not providing services for that Target Service Unit(s).

IMPORTANT: Please find the full listing of First Things First Target Service Unit descriptions loaded in PGMS under Grantee Resources within a folder called Target Service Units.

Number of participating adults: 900
Number of books distributed: 21,600

Contact Information

We strive to make sure our Partners and Grant Management System (PGMS) is always updated with the correct program contact information. Please provide us with updated contact names, addresses, phone numbers, fax numbers, email addresses, etc .for the four (4) designated contact areas in PGMS and we’ll confirm the information to be correct in PGMS. Thank You!

Main Contact Information – This should be information for the person designated as the Main contact for this grant award.

Contact Person Jacque Griffin

Position Gila County Library District Director

Address 1400 E Ash St.

City, State, Zip Globe, AZ 85501

Email jgriffin@co.gila.az.us

Phone 928-402-8770 x Fax 928-425-3462

Program Contact Information – This should be information for the person designated as the Program contact for this grant award.

Contact Person Mary Stemm

Position Library Assistant Senior

Address 1400 E Ash St.

City, State, Zip Globe, AZ 85501

Email mstemm@gclldaz.org

Phone 928-402-8768 x Fax 928-425-3462

Financial Contact Information – This should be information for the person designated as the Financial contact for this grant award.

Contact Person Mary Stemm

Position Library Assistant Senior

Address 1400 E Ash St.

City, State, Zip Globe, AZ 85501

Email mstemm@gcldaz.org

Phone 928-402-8768 x Fax 928-425-3462

Evaluation Contact Information – This should be information for the evaluation contact person within the grant awarded.

Contact Person Mary Stemm

Position Library Assistant Senior

Address 1400 E Ash St.

City, State, Zip Globe, AZ 85501

Email mstemm@gcldaz.org

Phone 928-402-8768 x Fax 928-425-3462

D. Proposed Program Information / Description:

Please make sure the description provided is current and accurate. This program information and description is the public summary First Things First uses to describe your program.

Please provide a **brief** description of the **proposed program** in one or two paragraphs.

Program Description:

Continue expanding the existing "Every Child Ready to Read" early literacy program that provides training to parents about the importance of early literacy development for young children birth through age five.

As an incentive and reward, each month, each child whose parents enrolled in the early literacy program will receive a book in the mail addressed to the child.

E. Authorized Approval and Signature for Renewal Package

Authorized Signature for submission of renewal package including all Attachments and Response to Renewal Questions. This signed submission of renewal package continues the terms, conditions, amendments, standards of practice, target service units, and data, narrative and financial reporting requirements provided by First Things First for this grant award within this document, the original RFGA/agreement and all clarifications.

Authorized Signature: _____ Date: _____

Tommie Cline Martin
Chairman, Gila County Library District Board of Directors

Approved as to form

Bryan Chambers
Chief Deputy, Gila County Attorney

ARF-1205

Regular Agenda Item 4- E

Regular BOS Meeting

Meeting Date: 04/17/2012

Submitted For: Don McDaniel Jr., County Manager
Submitted By: Valrie Bejarano, Contracts Support Specialist, Finance Department

Department: County Manager

Presenter's Name: Don McDaniel Jr.

Information

Request/Subject

Request to Post Legal Notice of Public Auction for Used Highway Guardrail

Background Information

The County has 2,000 feet of used galvanized coated highway guardrail available for public auction. Typical length is 26 feet.

Evaluation

Pursuant to A.R.S. § 11-251(9) the Gila County Board of Supervisors may sell at public auction, after thirty days' previous notice given by publication in a newspaper of the County, any property belonging to the County that the Board deems unnecessary for use by the County.

All interested parties are invited to bid on the used highway guardrail. Award will be conveyed to the highest bidder.

Conclusion

The public auction will be advertised in the Arizona Silver Belt every Wednesday from April 18, 2012, to May 16, 2012. The auction will be held May 18th, 2012, at 11:00 am, in the Board of Supervisors Hearing Room.

Recommendation

The Gila County Manager recommends that the Board of Supervisors approve the posting of the Notice of Public Auction for Used Highway Guardrail in the Arizona Silver Belt.

Suggested Motion

Information/Discussion/Action to authorize the posting of Gila County Notice of Public Auction for Used Highway Guardrail in the Arizona Silver Belt for thirty days beginning April 18, 2012, to May 16, 2012. **(Don McDaniel)**

Attachments

Notice of Public Auction Used Highway Guardrail

**GILA COUNTY
NOTICE OF PUBLIC AUCTION
USED HIGHWAY GUARDRAIL**

Pursuant to A.R.S. § 11-251(9) the Gila County Board of Supervisors gives notice of the public auction of used highway guardrail.

All interested parties are invited to bid on this property. Award will be conveyed to the highest bidder.

Guardrail is galvanized coated and will be auctioned by the foot. There are various lengths but typically the length is 26 feet. There will be 2,000 feet available for auction.

Those interested in viewing guardrail prior to auction date contact Valrie at (928)402-8612 to schedule an appointment.

**Public Auction Date: Friday, May 18, 2012
Time: 11:00 AM
Location: Gila County Courthouse
Board of Supervisors Hearing Room
1400 E. Ash Street, Globe, AZ**

First Pub: 4-18-12

Last Pub: 5-16-12

ARF-1176

Regular Agenda Item 4- F

Regular BOS Meeting

Meeting Date: 04/17/2012

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

Fiscal Year: 2012 Budgeted?: Yes

Contract Dates April 17, 2012 through June, Grant?: Yes

Begin & End: 30, 2015

Matching Yes Fund?: New

Requirement?:

Presenter's Name: Steve Sanders

Information

Request/Subject

Adopt Resolution No. 12-04-02 authorizing the Board of Supervisors to enter into an Intergovernmental Agreement with the State of Arizona, Department of Transportation for IGA/JPA 11-028I for the design and construction of pedestrian rest shelters in the Pine/Strawberry area of Gila County.

Background Information

On July 27, 2010, the Board of Supervisors authorized the submission of the grant application to the Arizona Department of Transportation (ADOT) for the Transportation Enhancement Program Round 18 for pedestrian rest shelters in the Pine/Strawberry area of Gila County. The Board adopted Resolution 10-07-05 approving and supporting the application.

Gila County was a successful applicant in Round 18 and was awarded federal funds in the amount of \$478,009. The County's share to the project is a \$5,000 review fee, \$8,495 scoping and design fee, and \$20,399 construction fee. These amounts are described in detail in the attached IGA/JPA.

Upon approval of this IGA and prior to authorizing any work, ADOT will invoice Gila County the \$5,000 review fee and the \$8,495 scoping and design fee.

Evaluation

A requirement of this IGA/JPA is that the Board of Supervisors adopt a resolution which authorizes the acceptance of the IGA.

Conclusion

Approval of this IGA will allow the County and ADOT to move forward with this project.

Recommendation

It is the recommendation of the Deputy Director of Public Works that the Board of Supervisors adopt Resolution No. 12-04-02 approving the IGA between the State of Arizona, Department of Transportation, and Gila County for the design and construction of pedestrian rest shelters in the Pine/Strawberry area of Gila County.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 12-04-02, which authorizes the execution of an Intergovernmental Agreement IGA/JPA 11-028I between Gila County and the State of Arizona, Department of Transportation, for pedestrian rest shelters in the Pine/Strawberry area of Gila County.

(Steve Sanders)

Attachments

IGA/JPA 11-028I

Resolution No. 12-04-02

Legal Explanation

ADOT File No.: IGA/JPA 11-028I
AG Contract No.: P001 2011 002870
Project: Pedestrian Rest Stop Shelters
Section: Various Locations
Project No.: TEA-GGI-0(208)A
ADOT Project No.: SL72201D/02D/01C
COG/MPO TIP Item No.: N/A
Budget Source Item No.: TE/LOCAL

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY

PLEASE DO NOT ENTER

THIS AGREEMENT is entered into this date _____, 2012, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
 3. Congress has authorized appropriations for, but not limited to, twelve eligible categories of Transportation Enhancement (TE) activities and TE funds have been requested from the Federal Highway Administration (FHWA) through the State for a project within the boundary of the County.
 4. Such project lies within the boundary of the County and has been selected by the County. The plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
 5. The County, in order to obtain Federal funds for the construction of the project, is willing to provide County funds to match Federal funds in the ratio required or as finally fixed and determined by the County and FHWA, including actual construction engineering and administration costs (CE).
 6. The interest of the State in this project is the acquisition of Federal funds for the use and benefit of the County and to authorize such Federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the County.
-

7. The County proposes to develop scoping, environmental, design, construction and installation of eleven (11) pedestrian rest stop shelters on ten foot by ten foot concrete slabs, hereinafter referred to as the "Project". The estimated costs are as follows:

TRACS No. SL722 01D/02D/01C

SL722 01D:

State Review Fee	\$ 5,000.00
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SL722 02D (scoping):

Federal-aid funds @ 94.3% (capped)	\$ 54,510.00
County's match @ 5.7%	\$ <u>3,295.00</u>

Subtotal – Scoping	\$ 57,805.00
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SL722 02D (design):

Federal-aid funds @ 94.3% (capped)	\$ 86,024.00
County's match @ 5.7%	\$ <u>5,200.00</u>

Subtotal – Design	\$ 91,224.00
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SL722 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 337,475.00
County's match @ 5.7%	\$ <u>20,399.00</u>

Subtotal – Construction*	\$ 357,874.00
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*Estimated Project Costs	\$ 506,903.00
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Total Estimated County Funds	\$ 28,894.00
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TOTAL FEDERAL FUNDS	\$ 478,009.00
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*(Includes 15% CE and 5% project contingencies)

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

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

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the County for the State's design review fee, currently estimated at **\$5,000.00** and the County's estimated share of design costs for the Project, currently estimated at **\$8,495.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. The State will prepare a final reconciliation upon completion of the Project.

b. Upon receipt of the design review fee and the County's estimated share of the Project costs, currently estimated at **\$13,495.00**, on behalf and with consent of the County, contract with one of the State's on-call consultants ("Consultant") to prepare all pertaining documents for the design, construction and post-design of the project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, provide comments to the County as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way requirements and activities and such other related tasks essential to the achievement of the objectives of this Agreement. Issue the right of way clearance after review of the Consultant's right of way submittal.

c. Submit all documentation required to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that funding be approved for design and construction. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

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

e. Upon notification by the County and the Consultant of the completion of design and prior to bid advertisement, invoice the County, for the County's share of funds for the construction costs of the Project currently estimated at **\$20,399.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. Deobligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. Upon approval by FHWA, receipt of all County funds, and with the aid and consent of the County and the FHWA, the State shall proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the County, to whom the award is made for and enter into a contract(s) with a firm(s) for the construction of the Project.

g. Hereby be granted, without cost requirements, the right to enter County right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights-of-entry on to and over said rights-of-way of the County.

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

2. The County will:

a. Upon execution of this Agreement designate the State as authorized agent for the County in obtaining, from FHWA, funding for scoping, design and construction of this Project.

b. Upon execution of this Agreement, prior to performing or authorizing **any** work, and within thirty (30) days of receipt of an invoice from the State, remit to the State the State's design review fee, currently estimated at \$5,000.00 and the County's estimated share of the Project, currently estimated at **\$8,495.00**. Be responsible for any difference between the estimated and actual design review costs.

c. Allow the State to enter into an agreement with the selected Consultant to provide services as required and requested throughout the design and post-design of the project. Review the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Incorporate review comments from the State as appropriate.

d. Enter into an agreement with the State for the use of one of the Consultants to provide services as required and requested throughout the development of the Project including the construction phase of the Project.

e. Monitor, and as required, be involved with all right of way activities and functions performed by the Consultant, including, but not specifically limited to, right of way survey, delineation, appraisal, review appraisal, acquisition, relocation and property management.

f. Be entirely responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding, including the State's design review fee separately billed by the State and included in the Cost Estimate. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the County is responsible for these costs.

g. Notify the State of design completion, within thirty (30) days of receipt of an invoice from the State, and prior to bid advertisement, remit to the State, the County's estimated share of funds for the construction costs of the Project in the amount equal to the difference between the total costs of the work provided for in this Agreement and the amount of Federal Aid (capped) received, currently estimated as **\$20,399.00**.

h. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.

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

j. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the County. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the County. Payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

k. Upon completion of the Project, assume responsibility for maintenance of the Project, at its own expense and as an annual item in its budget. Provide perpetual and proper maintenance of all Project components, cited in Recital 7 of this Agreement, including but not limited to, maintaining and repairing the pedestrian rest stop shelters.

l. Enter into an agreement with the design consultant which states that the design consultant shall provide services as required and requested throughout the construction phase of the Project.

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

n. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the County terminates this Agreement, the State shall in no way be obligated to maintain said Project.

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

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

4. The cost of scoping, design, construction and construction engineering work covered by this Agreement is to be borne by FHWA and the County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the County agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

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

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

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

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

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

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

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

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

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

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

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

ADOT Transportation Enhancement & Scenic
Roads Section
1615 W. Jackson St. MD EM10
Phoenix, AZ 85007
(602) 712-6258
(602) 712-3347 Fax

For County Financial Matters:
Vendor Number: 866000444-11
Joe Heatherly, Finance Director
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8703
(928) 425-7056 Fax

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

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

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

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

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

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

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

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

GILA COUNTY

STATE OF ARIZONA

Department of Transportation

By _____

By _____

TOMMIE C. MARTIN
Chairman

DALLAS HAMMIT, P.E.
Deputy State Engineer, Development

ATTEST:

By _____

MARIAN SHEPPARD
Chief Deputy Clerk

ATTORNEY APPROVAL FORM FOR THE GILA COUNTY

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

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

DATED this _____ day of _____, 2012.

BRYAN CHAMBERS
Chief Deputy County Attorney



RESOLUTION NO. 12-04-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA/JPA 11-028I) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION OF PEDESTRIAN REST SHELTERS IN THE PINE/STRAWBERRY AREA.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking the construction of pedestrian rest shelters at various locations in the Pine/Strawberry area of Gila County; and

WHEREAS, the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the execution of an Intergovernmental Agreement (IGA/JPA 11-028I) between Gila County and the State of Arizona, Department of Transportation, for the design and construction of pedestrian rest shelters at various locations in the Pine/Strawberry area of Gila County.

PASSED AND ADOPTED this 17th day of April, 2012, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Chief Deputy Clerk

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney



GILA COUNTY ATTORNEY
Daisy Flores

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

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-1188

Regular Agenda Item 4- G

Regular BOS Meeting

Meeting Date: 04/17/2012

Submitted For: Steve Stratton, Public Works Division Director

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

Department: Public Works Division

Division: Roads

Fiscal Year: FY 12-13

Budgeted?: Yes

Contract Dates May '12 to May '13

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Presenter's Name: Steve Stratton

Information

Request/Subject

Invitation for Bid No. 033012-1 for MC-800 Liquid Asphalt

Background Information

The County currently uses the MC-800TR chip seal oil as one of its road maintenance products. It has been found that the tire rubber products do not work as well on the roads in the hotter climates of the County, but do well where it is colder.

Evaluation

The MC-800 liquid asphalt is found to work better in the warmer climates of the County and is also less expensive. The roads department would like to have the product available for use for road repair and maintenance on the roads in southern Gila County.

The request to advertise will allow the roads department the ability to contract a supplier to provide the MC-800 liquid asphalt.

Conclusion

Invitation for Bids No. 033012-1 will allow suppliers the opportunity to provide the County with a proposal in order to supply MC-800 liquid asphalt for road repair and maintenance.

The bid would advertise on April 25th and May 2nd of 2012. Bid due date will be May 10, 2012.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve the advertisement of Invitation for Bids No. 033012-1 for MC-800 liquid asphalt.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 033012-1 for MC-800 liquid asphalt for Gila County road repair and maintenance. **(Steve Stratton)**

Attachments

Request to Advertise IFB 033012-1 MC-800 Liquid Asphalt
Invitation for Bids No. 033012-1 MC-800 Liquid Asphalt

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

SEE GC2-7-111 (ART.1) OF PROCUREMENT PROCEDURES FOR INSTRUCTIONS TO PREPARE THIS FORM

All departments procuring purchases in excess of \$50,000.00 that requires advertising for bids must follow the Procurement Procedure and must complete item "I" of this form prior to such a purchase. **The requesting Department is responsible for writing the necessary specifications and routing them, including this form, accompanied by a Bid Request Form to the Procurement Department.** THIS FORM MUST BE COMPLETE, ACCURATE, AND HAVE A COPY OF THE SPECIFICATIONS ATTACHED BEFORE ROUTING BEGINS. ALL CALLS FOR BID/PROPOSALS AND SPECIFICATIONS WILL BE IN ACCORDANCE WITH THE AZ. REVISED STATUTES AND THE GILA COUNTY PURCHASING CODE AND PROCEDURES.

I. IS THIS A CALL FOR BID: X PROPOSAL: _____ DEPARTMENT NAME: Public Works Division
FUNDING SOURCE: FUND NO.: 6510 DEPT NO.: 341 PROGRAM NO.: 526 & 529 LOCATION NO.: 000 ACCOUNT NO.: 4300.82

I. **DESCRIPTION:** List item(s) to be purchased, Purpose, Spec. Summary, Estimated Cost and Funding Source. It is the intent of this solicitation to establish a contract with a supplier whereby the supplier will provide MC-800 Liquid Asphalt to various locations within Gila County for road repair and maintenance.

Signed: [Signature] Date: 3/29/12 Signature indicates material specifications are approved as written.
Elected Officials or Department Head

II. DEPARTMENTAL INFORMATION ONLY

BID NO.: 033012-1
(For Procurement Use Only)

Action Dates:

Department Receipt: _____ Placed on Agenda: 04 / 17 / 12
Presented to Board: 04 / 17 / 12 Approved to Call: _____
Delivered to Paper: 04 / 19 / 12 Paper Name: Arizona Silver Belt
Advertised Dates: From: 04 / 25 / 12 To: 05 / 02 / 12
Closing Date: 05 / 10 / 12 Bid Award Date: _____
Awarded to: _____ P.O. No.: _____
Proposed Delivery Date: _____

III. OTHER APPROVAL (only as necessary)

Public Works: Dept. Head Sign: _____ Date: _____
Community Action: Dept. Head Sign: _____ Date: _____
MIS Department: Dept. Head Sign: _____ Date: _____

IV. APPROVED FUNDING

Finance Director Signature: _____ Date: _____

V. LEGAL AND ADMINISTRATIVE APPROVAL (Bid packet must be completed and attached)

Signed: _____ Date: _____
Bryan B. Chambers, Chief Deputy County Attorney (Approved as to form)
for Daisy Flores County Attorney

Signed: _____ Date: _____
Tommie C. Martin, Chairman Board of Supervisors (Approved as to specifications and information)

VI. AWARD APPROVAL

Signed: _____ Date: _____
(Declaration that the Board of Supervisors approved the award as stated in Section V. of this page)
Tommie C. Martin, Chairman of the Board of Supervisors, Gila County

**GILA COUNTY
NOTICE OF
INVITATION FOR BID**



**SOLICITATION NUMBER
033012-1
MC-800 LIQUID ASPHALT**

Content	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions	5
Section 3: Special Terms & Conditions.....	10
Section 4: Instructions to Submitters.....	17
Contract Forms:.....	Attachments "A-I"



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

1400 East Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
033012-1**

BID DUE DATE: May 10, 2012 **TIME:** 3:00 PM

DESCRIPTION: MC-800 LIQUID ASPHALT

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement – Guerrero Building
Opening: Board Conference Room #257
1400 E. Ash Street, Globe, AZ 85501

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

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

Additional instructions for preparing a bid are provided in Section 3, page 10, and Section 4, page 17, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: April 25, 2012, and May 2, 2012

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: 12 months with 2 one year renewal options
Phone Number: 928-402-8612

Signed: _____ **Date:** ____/____/____
Tommie C. Martin, Chairman, Board of Supervisors

Signed: _____ **Date:** ____/____/____
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

SOLICITATION NO. 033012-1**SECTION 1
SPECIFICATIONS**1. Intent

It is the intent of this solicitation to establish a term contract for the purchase of MC-800 Liquid Asphalt in all accordance with the specifications and general requirements identified herein.

2. Product Specifications

MC-800 liquid asphalt shall meet the requirements of section 712 of the Maricopa Association of Governments Uniform Standard Specification for Public Works Construction, latest edition and revision.

Test Requirements: The liquid asphalt shall conform to the requirements set forth in Table 712-1

TABLE 712-1		
	MC-800	
	Min.	Max.
Kinematic Viscosity at 60°C (140°F) centistokes	800	1600
Flash point (Tab. Open-cup, degrees C°(F))	66 (15)	...
Water percent	...	0.2
Distillation test: Distillate Percentage by volume of total distillate to 360°C (680°F)		
----- to 225°C (437°F)	----- ...	----- ...
----- to 260°C (500°F)	----- 0	----- 35
----- to 315°C (600°F)	----- 45	----- 80
Residue from distillation to 360°C (680°F) Volume percentage of sample by difference	75	...
Tests on residue from distillation		
Absolute viscosity at 60°C (140°F) poises	300	1200
Ductility, 5 cm/min, cm.	100	...
Solubility in Trichloroethylene, percent	99	...

Conversion Quantities: When pay quantities of liquid asphalt are determined from volumetric measurements, the volumetric measurement at any temperature shall be reduced to the volume the material would occupy at 60 degrees F. in accordance with ASTM D1250. In converting volume to weight, the computations shall be based on the data contained in Table 712-2.

TABLE 712-2

LIQUID ASPHALT QUANTITY CONVERSION		
Grade of Materials	Gals. Per Ton at 60 Degrees F.	Lbs. Per Gals. At 60 Degrees F.
800	245	8.16

3. Bituminous Material

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

4. Sampling and Testing

Sampling and testing of the materials or mixture for quality control purposes shall be the contractor's responsibility. The County reserves the right to sample and test the material and mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

5. General Requirements

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the latest version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, including but not limited to:

- a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (<http://www.ADOTenvironmental.com>)
- b. Material approval from ADOT Materials Specification Group at (602)712-8930. (<http://www.azdot.gov/Highways/materials/index.asp>)
- c. Section 104.12, Environmental Analysis
- d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602)712-7498.

6. Equipment

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

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

7. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

8. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

SOLICITATION NO. 033012-1**SECTION 2
GENERAL TERMS AND CONDITIONS****Award Contract**

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

Protests

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

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

SOLICITATION NO. 033012-1**Laws and Ordinances**

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

OFFERORS AWARD AGREEMENT

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

Overcharges by Antitrust Violations

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

Authority to Contract

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

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

Contract Amendments

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

SOLICITATION NO. 033012-1**Contract Default**

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

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

Compensation and Method of Payment

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

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

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

IRS W-9 Form

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

Purchase Orders

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

SOLICITATION NO. 033012-1**Force Majeure**

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

Force Majeure shall not include the following occurrences:

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

Warranties

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

General

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

SOLICITATION NO. 033012-1**SECTION 3
SPECIAL TERMS AND CONDITIONS**

1. Term of Contract
The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.
2. Contract Extension
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. Changes
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.
4. Bid Evaluation
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.
5. Invoicing
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document.

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

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

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

SOLICITATION NO. 033012-1**6. Prompt Payment Discount**

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

7. Quantities

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

8. Price Reduction

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

9. Price Adjustment

Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

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the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.

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

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

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

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

SAMPLES: Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.

Contractor may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the MC-800 Liquid Asphalt product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

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Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

12. Warranty

The Contractor warrants:

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

13. Multiple Award

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

14. Vendor Registration

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

15. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

16. Indemnification

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

17. Insurance Requirements

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

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

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

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- 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 the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

SOLICITATION NO. 033012-1**SECTION 4
INSTRUCTIONS TO SUBMITTERS**

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

Preparation of Bid

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

Amendments

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

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

Inquires

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late. Any Bid received later than the date and time specified on notice for Sealed Bid shall not be considered.

Submittal Bid Format

It is requested that One (1) Original and One (1) Copy (2 TOTAL), both with ORIGINAL SIGNATURES on all of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

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

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

REQUIRED ATTACHMENTS:**Offer and Contract Award**

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

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

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

Qualification and Certification

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

Price Sheet

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

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

References

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

I.R.S. W-9

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

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

Non-Collusion Affidavit

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

Intentions Concerning Subcontracting

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

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Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

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

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

Bid Submission

Offers shall be submitted in a sealed envelope, a *minimum of **Two (2) copies, all with original signatures*** shall be provided by the Contractor.

The words "INVITATION FOR BID" with Bid Title "MC-800 LIQUID ASPHALT", Bid No., "033012-1", Date "MAY 10, 2012", and TIME "3:00 PM" of Bid opening shall be written on the envelope.

The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD



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

Board of Supervisors
Tommy C. Martin, District I
Michael A. Pastor, District II
Shirley L. Dawson, District III

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OFFER

TO GILA COUNTY:

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

Arizona State Transaction Privilege Tax License Number

No.: _____

Federal Employer Identification

No.: _____

For clarification of this offer, contact:

Printed Name

Email Address

Offeror's (Company) Name

Company Email Address

Address

Signature of Person Authorized to Sign Offer

City State Zip

Printed Name Date

Phone

Facsimile

Title

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

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

Your bid is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 033012-1

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

GILA COUNTY BOARD OF SUPERVISORS:

Date: _____

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Marian Sheppard, Chief Deputy Clerk of the Board

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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

Purpose

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

MC-800 Liquid Asphalt

The Contractor submitting this Bid warrants the following:

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

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes _____ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? _____ Yes _____ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor Experience Modifier (e-mod) Rating in Arizona: _____
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6. Current Arizona Contractor License Number: _____
(If Applicable)

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

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

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

1. **Company:** _____
Contact: _____
Phone: _____
Address: _____

2. **Company:** _____
Contact: _____
Phone: _____
Address: _____

3. **Company:** _____
Contact: _____
Phone: _____
Address: _____

Company Name

Signature of Authorized Representative

Title

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss
COUNTY OF:)

_____)
(Affiant)

the _____)
(Title)

of _____ and
(Contractor)

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

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

(Signature)

(Title)

Subscribed and sworn before me this
_____ Day of _____, 20_____

Signature of Notary Public in and for

the County of _____

State of _____

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

At the time of submission of bids for Invitation for Bid No. 033012-1 MC-800 Liquid Asphalt, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

Name of Firm

By: (Signature)

Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

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

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

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

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

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

Signature of Authorized Representative

Printed Name

Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

Offer & Contract Award (attachment A)	_____
Qualification & Certification Form (attachment B)	_____
Price Sheet (attachment C)	_____
References (attachment D)	_____
IRS W-9 Form (attachment E)	_____
Non-Collusion Affidavit (attachment F)	_____
Intentions Concerning Subcontractors (attachment G)	_____
Legal Arizona Works Act Compliance (attachment H)	_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2012

CONTRACTOR:

BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 033012-1 MC-800 Chip Seal Oil. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ, on or before May 10, 2012, 3:00 PM.

ARF-1169

Regular Agenda Item 4- H

Regular BOS Meeting

Meeting Date: 04/17/2012

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

Department: Public Works Division
Division: Roads

Fiscal Year: Fy 2012-2013
Budgeted?: Yes

Contract Dates 4-17-12 to 4-16-13
Grant?: No

Begin & End:

Matching No
Fund?: New

Requirement?:

Presenter's Name: Steve Stratton

Information

Request/Subject

Contract Award for Bid No. 012312-1 for the purchase of 4 new 3/4 ton 4x4 trucks

Background Information

The Consolidated Roads Department vehicles are not included in the Fleet system. The vehicles are purchased and repaired under the restricted HURF/VLT (Highway User Revenue Funds/Vehicle License Tax) and Transportation Excise Tax funds. The Department has been cautious about replacing vehicles in the past few years but now the repair expenses for some of the older vehicles warrant replacement.

Evaluation

Bid No. 01231201 for the purchase of 4 new 3/4 ton 4x4 trucks was advertised February 22 and 29, 2012. Bids were received and opened on March 8, 2012.

Conclusion

The vehicles that are being replaced and that will be auctioned are: B-25 1993 Chevrolet 3/4T 4X4 with 173,000 miles; B-72 1994 Chevrolet 3/4T 4X4 with 174,100 miles; B-70 1994 Chevrolet 3/4T 4X4 with 189,100 miles; B-08 1986 Chevrolet 3/4T 4X4 with 110,100 miles.

Recommendation

After extensive review of submitted proposals the Public Works Director recommends that the Board of Supervisors approve the award of Invitation or Bids No. 012312-1 to McSpadden Ford, Inc. for the purchase of 4 new 3/4 ton 4x4 trucks for the Consolidated Roads Department at \$23,951.60 each.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 012312-1 for the purchase of 4 new 3/4 ton 4x4 trucks; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Steve Stratton)**

Attachments

Bid Opening Attendance IFB 012312-1

Solicitation Sign-In IFB 012312-1

IFB 012312-1 Bid Tabulation

Contract 012312-1 New 3/4 Ton 4x4 Truck

Legal explanation

ATTENDANCE FORM



**SOLICITATION OPENING
GILA COUNTY**

Solicitation

Title: New 3/4 Ton 4x4 Truck

Solicitation

No.: 012312-1

Opening

Date: March 9, 2012

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

Company Name	Representative name	Signature
Gila County Finance	P. Beyaneno	
Gila County Finance	Michelle Epperson	

GILA COUNTY



SOLICITATION SIGN-IN-SHEET

PAGE _____ OF _____

Solicitation No 012312-1 Due Date 3/9/2012 Time 3:00 PM

Title New 3/4 Ton 4x4 Truck

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

Name McSpadden Ford Date Rec'd 2/27 Time Rec'd 9:17 AM
Comments _____

Name Steve Coury Ford Date Rec'd 2/19 Time Rec'd 10:45 AM
Comments _____

Name Bill Luke Chrysler Date Rec'd 3/6 Time Rec'd 9:15 AM
Comments _____

Name Liberty GMC Date Rec'd 3/6 Time Rec'd 9:15 AM
Comments _____

Name Earnhardt Date Rec'd 3/7 Time Rec'd 10:43 AM
Comments _____

Name Sands Motor Co. Date Rec'd 3/7 Time Rec'd 2:40 PM
Comments _____

Name _____ Date Rec'd _____ Time Rec'd _____
Comments _____

BID TABULATION FORM



GILA COUNTY

BID

TITLE:

New 3/4 Ton 4x4 Truck

BID

DUE

NO:

012312-1

DATE:

March 9, 2012

TIME:

3:00 PM

R
A
N
K
I
N
G

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	McSpadden Ford	\$23,951.60	2012 Ford F250 XL
	Steve Courty Ford	\$24,310.38	2012 Ford F250 XL
	Earnhardt Chrysler Dodge	\$24,465.96	2012 Dodge Ram 2500
	Sands Motor Company	\$25,433.98	2012 Chevy Silverado 2500HD
	Liberty GMC	\$26,016.87	2012 GMC 2500HD
	Bill Luke Chrysler	\$28,956.90	2012 Dodge Ram 2500

GILA COUNTY
NOTICE OF INVITATION FOR BID

BID NO. 012312-1

NEW ¾ TON 4X4 TRUCK



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

COUNTY MANAGER
Don E. McDaniel Jr.



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

1400 E. Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER
012312-1**

BID DUE DATE: March 8, 2012

TIME: 3:00 pm

DESCRIPTION: New ¾ Ton 4x4 Truck

**Bid Opening Location: GILA COUNTY
BOARD CONFERENCE ROOM #257
1400 EAST ASH STREET, GLOBE, ARIZONA 85501**

Bid Submittal Location: GILA COUNTY PROCUREMENT, 1400 E. Ash St., Globe, AZ 85501

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

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

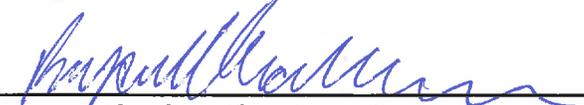
Additional instructions for preparing a bid are provided on pages 4-5 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all bid proposals, or to accept any bid proposal, or to waive any informality in any bid proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Arizona Silver Belt advertisement dates: February 22 and 29, 2012

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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

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

Date: 2 21 2012

Signed: 
Tommie C. Martin, Chairman, Board of Supervisors

Date: 2.21.12

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GENERAL SCOPE

It is the intent of this solicitation to award a contract for the purchase of four (4) New $\frac{3}{4}$ Ton 4x4 Truck(s) as specified in this invitation for bids for the Gila County Roads Department.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Page 9 Minimum Specifications, and Page 11 Product Specifications on Price Sheet for total price being proposed.**

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

INSTRUCTIONS TO VENDORS

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

EXHIBIT "A" INSTRUCTIONS TO VENDORS

Preparation of Sealed Bid Proposal

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

Amendments

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner: Completion of the Vendor Checklist & Addenda Acknowledgment form, page 14.

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

Inquires

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to a Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official IFB due date and time.

Instructions to Vendors continued...

Questions received less than five (5) working days prior to the date for opening Proposals will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

Submittal Bid Format:

It is requested that One (1) Original and One (1) copies (2 TOTAL) with original signatures on all two (2) of the Proposal and Qualification Forms, Price Sheet, Offer Page, and Affidavit of No Collusion, shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid proposal. Delivery charges may differentiate depending on geographical location.
2. Bid proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Proposal deadline.

All bids shall be submitted in a sealed envelope:

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "New ¾ Ton 4x4 Truck", Bid No., "012312-1", Date "March 8, 2012", and Time "3:00 PM" of Bid opening shall be written on the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**

GENERAL TERMS AND CONDITIONS

Award of Contract

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

Protests

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

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

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

Laws and Ordinances

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

General Terms & Conditions continued...

EXHIBIT "B" VENDOR AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Vendor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Bid proposals to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature appearing on page 15, *Vendors Offer Page*, Exhibit "D" *Vendors Qualification and Certification* form page 10.

Overcharges by Antitrust Violations

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

Authority to Contract

This contract shall be based upon the Invitation for Bids issued by the County and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Vendor.

Contract Amendments

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

Contract Default

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

Right to Assurance

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

Costs and Payments

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

General Terms & Conditions continued...

All invoices shall be submitted to the Gila County Accounts Payable Department at 1400 E. Ash St, Globe, Arizona, 85501.

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

Co-op Use of Contract - Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

General

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 012312-1

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, the contract to purchase four **New ¾ Ton 4x4 Trucks**.

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

SECTION 1.0

General:

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

SECTION 2.0

Bid Pricing:

- 2.1 The Vendor shall submit the proposal in the form of a firm unit price for the contract period.
- 2.2 Initial contract period is twelve (12) months.
- 2.3 Vendor shall incorporate all freight, taxes, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Vendor's or Gila County's discovery of any such price reduction.

SECTION 3.0

Ordering and Delivery:

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

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

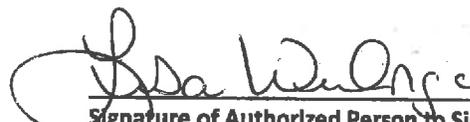
PURPOSE

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

CONTACT NUMBER 012312-1 New ¾ Ton 4x4 Truck

The applicant submitting this Bid Proposal warrants the following:

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


 Signature of Authorized Person to Sign

Lisa Wielenge
 Printed Name

Sales Manager
 Title

PRICE SHEET

Complete and Return this form for the total price being proposed. ****BUILD SHEET MUST ACCOMPANY PROPOSAL SUBMITTAL***

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

Vehicle Year/Make/Model: 2012 Ford F250 XL Reg Cab 4x4 8ft Bed

MINIMUM SPECIFICATIONS New Full Size 2 Door ¾ Ton 4x4 Truck	MEETS MINIMUM SPECIFICATIONS	
	YES	NO
Exterior: White	X	
Interior: Light Color Vinyl Covered Split Bench Seat	X	
Power Features: Door Locks	X	
Windows	X	
Mirrors	X	
Steering	X	
Snow Plow Front Suspension	X	
Tilt Steering Wheel	X	
2 Door Regular Cab	N	
Cruise Control	X	
AM / FM Clock (CD) Radio	X	
Gas Engine	X	
Four Wheel Drive	X	
Locking Rear Differential (or equal)	X	
Trailer Towing Package with Receiver Hitch to include Engine and Transmission Oil Coolers, etc. (Factory Installed) - 8800 GVW	X	
Skid Plate Package (Factory Installed)	X	
All Terrain or On/Off Road Tires	X	
Automatic Transmission	X	
Air Conditioning	X	
Tinted Glass	X	
8 Foot Bed Length	X	
SUB - TOTAL AMOUNT	\$ 21981.04	
SALES TAX	\$ 1970.56	
OTHER CHARGES/FEEs (explain)	\$	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 23951.60	

Delivery Date: 8-10 weeks Note: Delivery date may be a factor in bid award

Delivery Location: Gila County Fleet Management, 1400 East Ash Street, Globe, AZ.

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

Lisa Wielogis
(Name of Individual) being first duly sworn, deposes and says:

That he is General Sales Manager
(Title)

of McSpadden Ford Inc and
(Name of Business)

That he is bidding on **Gila County Bid No. 012312-1 New ¾ Ton 4x4 Truck and,**

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

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

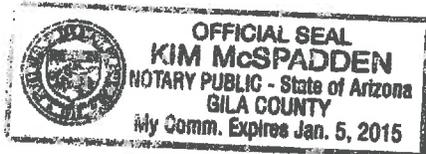
McSpadden Ford Inc
Name of Business

Lisa Wielogis
By
General Sales Manager
Title

Subscribed and sworn to before me this 24 day of February, 2012.

Kim McSpadden
Notary Public

My Commission expires:
Jan 5, 2015



LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

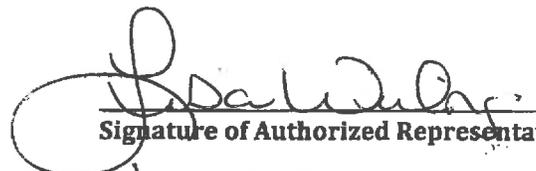
County shall have the right at any time to inspect the books and records of Vendor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Vendor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

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



Signature of Authorized Representative

Lisa Welton

Printed Name

General Sales Manager

Title

OFFER PAGE

TO GILA COUNTY:

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

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

Pursuant to A.R.S. § 35-393.06(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.

CONTRACT NUMBER: 012312-1 New ¾ Ton 4x4 Truck

Firm Submitting Proposal:

For clarification of this offer, contact:

McSpadden Ford Inc
Company Name

Name: Lisa Wielenge

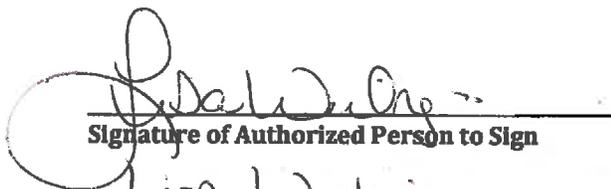
1750 N Broad
Address

Phone No. (928) 425-3157

Globe AZ 85501
City State Zip

Fax (928) 425-9390

Email: mcspaddensales@cablere.net


Signature of Authorized Person to Sign
Lisa Wielenge
Printed Name
General Sales Manager
Title

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

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Vendor McSpadden Ford, Inc. is now bound to provide the materials or services listed in Invitation for Bid No.: 091411-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by Gila County/public entity.

The contract shall henceforth be referenced to as Contract No. 012312-1. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2012

GILA COUNTY BOARD OF SUPERVISORS:

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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



GILA COUNTY 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-1194

Consent Agenda Item 5- A

Regular BOS Meeting

Meeting Date: 04/17/2012

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

Department: Public Works Division Division: Roads

Fiscal Year: FY 12-13 Budgeted?: Yes

Contract Dates 4-6-12 to 4-5-13 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

Amendment No. 1 to Contract 061311-1 for MC-800TR Chip Seal Oil with Wright Asphalt Products Co.

Background Information

Effective September 6, 2011, Gila County and Wright Asphalt entered into a contract whereby the contractor agreed to provide MC-800TR chip seal oil to various locations in Gila County for a 7-month term. The contract terminates April 5, 2012.

Evaluation

Per Section 3, item 1, of the contract, the County shall have the right, at its sole option, to renew the contract.

Amendment No. 1 will allow the contract to be extended for a 12-month term from April 6, 2012, to April 5, 2013. All terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

Conclusion

Extending the contract for 12 months will allow the contractor to continue to provide the MC-800TR chip seal oil for road maintenance and repair on various roads throughout the County.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve Amendment No. 1 to Contract 061311-1 with Wright Asphalt Products Co. to provide MC-800TR chip seal oil.

Suggested Motion

Authorization of the Chairman's signature on Amendment No. 1 to Contract No. 061311-1 between Gila County and Wright Asphalt Products Co. for MC-800TR chip seal oil, to extend the contract for 12 months from April 6, 2012, to April 5, 2013.

Attachments

Original Contract 061311-1 with Wright Asphalt
Amendment #1 Contract # 061311-1-Wright Asphalt
Legal Explanatino

**GILA COUNTY
NOTICE OF
INVITATION FOR BID**



SOLICITATION NUMBER

061311-1

MC-800TR CHIP SEAL OIL

Content	Page
Solicitation.....	1
Section 1: Specifications.....	2
Section 2: General Terms & Conditions.....	5
Section 3: Special Terms & Conditions.....	10
Section 4: Instructions to Submitters	16
Contract Forms:	Attachments "A-I"



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

1400 East Ash Street
Globe, Arizona
85501

**SOLICITATION NUMBER:
061311-1**

BID DUE DATE: August 12, 2011

TIME: 11:00 AM MST

DESCRIPTION: MC-800TR CHIP SEAL OIL

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement (Board Conference Room)
1400 E. Ash Street, Globe, AZ 85501

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

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

Additional instructions for preparing a bid are provided in Section 3, page 10, and Section 4, page 16, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: July 27 and August 3, 2011

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works Division Consolidated Roads
Type of Contract: Term
Term of Contract: Five months with two one year renewal options
Phone Number: 928-402-8612

Signed: Michael A. Pastor Date: 7, 20, 11
Michael A. Pastor, Chairman, Board of Supervisors

Signed: Bryan B. Chambers Date: 7, 19, 2011
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

SOLICITATION NO. 061311-1**SECTION 1
SPECIFICATIONS****1. Purpose**

It is the intent of Gila County, herein referred to as the County, to establish a term contract for the purchase of MC-800TR Chip Seal Oil, Plant Pick-Up and Delivery to various Locations throughout the County, in all accordance with the specifications and general requirements identified below. The specifications are intended to describe the type, size, quality, which will best meet the demands of the using department. It is not intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

2. Product Specifications

MC-800TR Modified Medium Cure Cutback Specifications			
Property	Test Procedures	Minimum	Maximum
Whole Ground Tire Rubber Content %		9.0	
Kinematic Viscosity @ 60° C (140F), Centistokes	ASTM D 2170	800	160
COC Flash Point, °F	ASTM D 92	150	
Water, Vol %	ASTM D 95		.20
Distillation Test:	ASTM D 402		
225°C (437°F)		0	0
260°C (500°F)		0	35
316°C (600°F)		45	80
Residue from Distillation, Vol %		75	
Tests on Residue from Distillation:			
Viscosity @ 60°C (140°F), poises	ASTM D 2171	300	1200
Ductility @ 25°C (77°F), cm	ASTM D 13	100	
Solubility in TCE, wt %	ASTM D 2042	97.0	

If the Penetration of residue is more than 200 and the Ductility at 77° is less than 100 cm, the material is acceptable if its Ductility at 60° is more than 100cm.

3. Bituminous Material

A certificate of analysis conforming to the requirements of Section 106.05 of the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction shall be submitted for bituminous material utilized.

4. Sampling and Testing

Sampling and testing of the materials or mixture for quality control purposes shall be the contractor's responsibility. The County reserves the right to sample and test the material and

mixture when necessary to determine that the material and mixture reasonably conform to the requirements specified herein.

5. General Requirements

Materials shall be tested for gradation compliance, at the County's discretion.

All materials supplied shall comply with the Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction, including but not limited to:

- a. Pit Clearance from ADOT Environmental Services at (602) 712-7767 (<http://www.ADOTenvironmental.com>)
- b. Material approval from ADOT Materials Specification Group at (602)712-8930. (<http://www.azdot.gov/Highways/materials/index.asp>)
- c. Section 104.12, Environmental Analysis
- d. Section 1001, Material Sources

All sources of mineral aggregate (i.e. stone, gravel, cinders, sand, etc.) must be approved in accordance with section 1001 of Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction. This includes the submission and approval of an environmental analysis prepared in accordance with Subsection 104.12.

If the County determines that the proposed use will have major adverse impact on cultural or historic resources, the County will not allow the use of the source.

All references to the Standard Specifications shall mean: The Department of Transportation 2008 Standard Specifications for Road and Bridge Construction.

Copies of 2008 Standard Specifications for Road and Bridge Construction may be purchased by contacting the Arizona Department of Transportation Engineering Records, 1655 W. Jackson Street, Room 112F, Phoenix, AZ, 85007, (602)712-7498.

6. Equipment

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

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

7. Material Measures

The product shall be measured by the ton and shall be weighed on approved scales furnished by the material vendor or certified public scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the scales at the Contractor's expense. Quantities of material will be determined by the collected weight tickets at the source or at the selected delivery location.

Contractor shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

8. Cancellation

The County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the Contractor or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Contractor shall deliver the specified materials at proper temperatures to the County at a new time at no additional charge.

SOLICITATION NO. 061311-1**SECTION 2
GENERAL TERMS AND CONDITIONS****Award Contract**

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

Protests

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

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

SOLICITATION NO. 061311-1**Laws and Ordinances**

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

OFFERORS AWARD AGREEMENT

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

Overcharges by Antitrust Violations

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

Authority to Contract

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

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

Contract Amendments

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

SOLICITATION NO. 061311-1**Contract Default**

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

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

Compensation and Method of Payment

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

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

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

IRS W-9 Form

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

Purchase Orders

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

SOLICITATION NO. 061311-1**Force Majeure**

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

Force Majeure shall not include the following occurrences:

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

Warranties

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

General

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

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

SOLICITATION NO. 061311-1**SECTION 3
SPECIAL TERMS AND CONDITIONS****1. Term of Contract**

The term of the contract shall commence upon award and shall remain in effect for a period of seven (7) months unless terminated, canceled or extended as otherwise provided herein.

2. Contract Extension

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

3. Changes

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

4. Bid Evaluation

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

5. Invoicing

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

Each separate invoice shall include at a minimum.

- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

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

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

SOLICITATION NO. 061311-1**6. Prompt Payment Discount**

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

7. Quantities

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

8. Price Reduction

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

9. Price Adjustment

Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See <http://www.azdot.gov/highway/cns/bitmat/asp>).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

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the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.

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

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

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

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

SAMPLES: Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.

Contractor may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2 Chip Seal Oil product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

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Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

12. Warranty

The Contractor warrants:

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

13. Multiple Award

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

14. Vendor Registration

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

15. Contract Administration

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

16. Indemnification

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

17. Insurance Requirements

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

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

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Automobile Liability

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

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

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

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- 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 **Berthan DeNero, 1400 E. Ash St., Globe, AZ**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Berthan DeNero, 1400 E. Ash St., Globe, AZ**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

SOLICITATION NO. 061311-1**SECTION 4
INSTRUCTIONS TO SUBMITTERS**

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

Preparation of Bid

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

Amendments

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

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

Inquires

- A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

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

Submittal Bid Format

It is requested that One (1) Original and Two (2) copies (3 TOTAL), ORIGINAL SIGNATURES ON ALL COPIES, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid.

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

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

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

REQUIRED ATTACHMENTS:**Offer and Contract Award**

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

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

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

Qualification and Certification

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

Price Sheet

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

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

References

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

I.R.S. W-9

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

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

Non-Collusion Affidavit

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

Intentions Concerning Subcontracting

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

Gila County

1400 E. Ash St.
Globe, Arizona 85501

(928)425-3231

SOLICITATION NO. 061311-1

Legal Arizona Workers Act Compliance

Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment

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

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

Bid Submission

Offers shall be submitted in a sealed envelope, a *minimum of **Three (3) copies, all with original signatures*** shall be provided by the Contractor. The words "INVITATION FOR BID" with BID TITLE "MC-800TR CHIP SEAL OIL", BID NO, "061311-1", DATE "August 12, 2011", and TIME "11:00 AM" of Bid opening shall be written on the envelope. The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD



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

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

SOLICITATION NO. 061311-1

OFFER

TO GILA COUNTY:

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

Arizona State Transaction Privilege Tax License Number
No.: 20161625-K

Federal Employer Identification
No.: 20-8535030

WRIGHT ASPHALT PRODUCTS COMPANY
Offeror's (Company) Name
11931 WICKCHESTER LANE SUITE 101
Address
HOUSTON TEXAS 77043
City State Zip
(281) 452-9084
Phone
(281) 452-2562
Facsimile

For clarification of this offer, contact:

JOEY VINCENT
Printed Name
joeyvincent@wrightasphalt.com
Email Address
info@wrightasphalt.com
Company Email Address

Signature of Person Authorized to Sign Offer
JOEY VINCENT
Printed Name Date
ARIZONA SALES REPRESENTATIVE
Title

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

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

Your bid is hereby accepted.

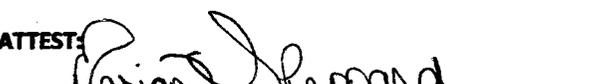
The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the county.

This contract shall henceforth be referred to as Contract No. 061311-1

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

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

MC-800TR CHIP SEAL OIL

The Contractor submitting this Bid warrants the following:

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

WRIGHT ASPHALT PRODUCTS COMPANY
11931 WICKCHESTER LANE SUITE 101
HOUSTON, TEXAS 77043 (281) 452-9084

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

Qualification & Certification continued.....

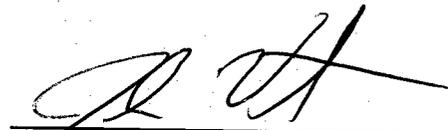
5. Contractor Experience Modifier (e-mod) Rating in Arizona: N/A

(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6. Current Arizona Contractor License Number: ROC 234829

(If Applicable)



Signature of Authorized Representative

JOEY VINCENT

Printed Name

ARIZONA SALES REPRESENTATIVE

Title

ATTACHMENT "C"

PRICE SHEET
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 061311-1

MC-800TR Chip Seal Oil: Plant Pick-Up and Delivery to Various Locations Throughout Gila County

Estimated Quantity: 200

Location	Unit Price Per Ton	Freight Charge Per Ton	Delivered in Place with Boot Truck
Copper Region (South of Roosevelt Lake Bridge)	\$ <u>725.00</u>	\$ <u>32.00</u>	\$ <u>789.00</u>
Timber Region (North of Roosevelt Lake Bridge)	\$ <u>725.00</u>	\$ <u>36.00</u>	\$ <u>797.00</u>

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	\$ <u>150.00</u>
Transport truck rental after two hours pumping time due to County delay.	\$ <u>85.00</u>
Amount each occurrence for product returned and disposed.	\$ <u>250.00</u>

Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: ARIZONA & City of: PHOENIX
Written Name of State Written Name of City

Please indicate your tax status below, if applicable:

- Out-of-State vendor with a presence in Arizona
- Out-of-State vendor without a presence in Arizona

WRIGHT ASPHALT PRODUCTS COMPANY
 Company Name

JOEY VINCENT
 Company Representative

If payment is made within ~~30~~ 0 days after receipt of goods or services, the above quoted price can be discounted by ~~0~~ 0 %.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1

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

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

- 1. Company: MARICOPA COUNTY
Contact: TONY DEL SOL
Phone: 602-723-5601
Address: 2901 W. DURANGO, PHOENIX, AZ. 85009

- 2. Company: PINAL COUNTY
Contact: JOE RAMIREZ
Phone: 520-251-2301
Address: 31 N. PINAL ST. 131DGF, FLORENCE, AZ. 85132

- 3. Company: TOWN of GILBERT
Contact: DEMETRIUS FERNANDEZ
Phone: 480-503-6449
Address: 900 E. JUNIPER AVE. GILBERT, AZ. 85234

WRIGHT ASPHALT PRODUCTS COMPANY
Company Name
[Signature]
Signature of Authorized Representative
ARIZONA SALES REPRESENTATIVE
Title

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)
WRIGHT ASPHALT PRODUCTS COMPANY LLC

Business name, if different from above
WRIGHT ASPHALT PRODUCTS COMPANY

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

Address (number, street, and apt. or suite no.)
11931 WICKCHESTER LANE SUITE 101

City, state, and ZIP code
HOUSTON, TEXAS 77043-4501

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number
20-8535030

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

Part II Certification

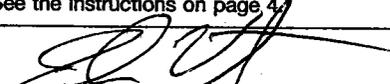
Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶



Date ▶ **8-11-11**

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT
Gila County 1400 East Ash Street Globe, Arizona 85501
SOLICITATION NO. 061311-1

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA

)
)ss
)

COUNTY OF:

JOEY VINCENT

(Affiant)

the ARIZONA SALES REPRESENTATIVE

(Title)

of WRIGHT ASPHALT PRODUCTS COMPANY

(Contractor)

and

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

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

[Handwritten Signature]

(Signature)

ARIZONA SALES REPRESENTATIVE

(Title)

Subscribed and sworn before me this

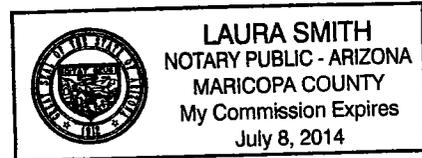
11 Day of Aug, 2011

[Handwritten Signature]

Signature of Notary Public in and for

the County of Maricopa

State of Arizona



ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1

At the time of submission of bids for Invitation for Bid No. 061311-1 MC-800TR Chip Seal Oil, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

WRIGHT ASPHALT PRODUCTS COMPANY
Name of Firm

[Signature]
By: (Signature)

ARIZONA SALES REPRESENTATIVE
Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1

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

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

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

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

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



Signature of Authorized Representative

JOEY VINCENT

Printed Name

ARIZONA SALES REPRESENTATIVE

Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 061311-1

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

CHECKLIST:

REQUIRED DOCUMENT

COMPLETED / EXECUTED

Offer & Contract Award (attachment A)

X

Qualification & Certification Form (attachment B)

X

Price Sheet (attachment C)

X

References (attachment D)

X

IRS W-9 Form (attachment E)

X

Non-Collusion Affidavit (attachment F)

X

Intentions Concerning Subcontractors (attachment G)

X

Legal Arizona Works Act Compliance (attachment H)

X

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2011

WRIGHT ASPHALT PRODUCTS COMPANY

CONTRACTOR:

[Signature]

BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 061311-1 MC-800TR Chip Seal Oil. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ on or before August 12, 2011, 11:00 PM MST.



CONTRACT 061311-1

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

Board of Supervisors

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

AMENDMENT #1

**WRIGHT ASPHALT PRODUCTS COMPANY
MC-800TR CHIP SEAL OIL**

Effective September 6, 2011, Gila County and Wright Asphalt entered into a contract whereby Wright Asphalt agreed to provide MC-800TR Chip Seal Oil to various locations in Gila County for a seven (7) month period. The contract will terminate on April 5, 2012. Per Section 3, Item 1, of the Contract, the County shall have the right, at its sole option, to renew the contract.

Amendment No. 1 will allow the contract to be extended for a twelve (12) month term from April 6, 2012, to April 5, 2013.

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

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

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

SUPPLIER:

WRIGHT ASPHALT PRODUCTS COMPANY

Suppliers Signature

JOHN VINCENT
Print Name



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-1162

Consent Agenda Item 5- B

Regular BOS Meeting

Meeting Date: 04/17/2012

Submitted For: Kendall Rhyne, Submitted By: Lisa King, Administrative Clerk Sr.,
Chief Probation Officer Superior Court

Department: Superior Court Division: Probation Department

Fiscal Year: 2012 Budgeted?: Yes

Contract Dates April 1, 2012 to March 31, Grant?: No

Begin & End: 2013

Matching No Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

Amendment No. 3 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center.

Background Information

The Gila County Juvenile Detention Center has contracted with the Bureau of Indian Affairs for several years. This contract is an excellent source of income for Gila County. The detention center provides services to the Bureau of Indian Affairs by contracting bed space for tribal juveniles at a rate of \$131.40 per day per juvenile from the jurisdiction of the Bureau of Indian Affairs - Office of Justice Services, Tribes, Truxton Canon Agency, Fort Apache Agency, Colorado River Agency, Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

Evaluation

Amendment No. 3 to Contract No. A11PC00100 allows the Gila County Juvenile Detention Center to continue providing services to the Bureau of Indian Affairs by extending the period of performance from March 31, 2012, to March 31, 2013, Option Year 1. In addition, Amendment No. 3 to Contract No. A11PC00100 increases the total contract amount by \$25,000. With Amendment No. 3, the total contract amount will be increased from \$75,400 to \$100,400. This would be a significant loss in income for Gila County should Amendment No. 3 be denied.

Conclusion

Amendment No. 3 to Contract No. A11PC00100 allows the Gila County Juvenile Detention Center to continue providing services to the Bureau of Indian Affairs by extending the period of performance from March 31, 2012, to March 31, 2013, and increasing the total contract amount by \$25,000.

Recommendation

The Gila County Probation Department recommends approval of Amendment No. 3 to Contract No. A11PC00100 with the Bureau of Indian Affairs.

Suggested Motion

Approval of Amendment No. 3 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to extend the period of performance from March 31, 2012, to March 31, 2013, and increase the contract amount by \$25,000 for a total contract amount of \$100,400 for payment coverage of continuing detention services.

Attachments

Amendment No. 3 to Contract No. A11PC00100

Amendment No. 2 to Contract No. A11PC00100

Amendment No. 1 to Contract No. A11PC00100

BIA Contract No. A11PC00100

Legal Explanation

Amendment No. 0003

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page
1 of 4

2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 03/14/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050		CODE 00011	7. ADMINISTERED BY (If other than Item 6) BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050
		CODE 00011	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) GILA, COUNTY OF 1400 E ASH ST GLOBE, AZ 85501-1093	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
	(X) 10B. DATED (SEE ITEM 13) 07/13/2011

CODE * FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2012 - 2013 - - K0L400 - - 258A - - J3130 - - - - - \$25,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR Clause No. 52.217-09 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. EXTEND the period of performance from March 31, 2012 to March 31, 2013, Option Year 1.

B. INCREASE the total contract amount by \$25,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Tommie C. Martin, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR	16B. United States of America BY <u>Gerald Knox</u> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 03/14/2012
(Signature of person authorized to sign)	

Line Item Summary

Document Number
A11PC00100/0003

Title
COUNTY OF GILA

Page
2 of 4

Total Funding: \$100,400.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
Division		Closed FYs	Cancelled Fund								

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	--	----------	---------------	------------	------------

VENDOR CODE: 147259191

0003	Option Year 1 - Contracted bed space for Tribal offenders	03/31/2013 (04/01/2012 to 03/31/2013)	0.00	YR	\$25,000.00	\$25,000.00
	Change in Unit Price					OPTION PERIOD

Previous Total: \$75,400.00
Modification Total: \$25,000.00
Grand Total: \$100,400.00
 (Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
 Note: Funding shall be incorporated by Modification upon availability of funds.

**Contract Level
Funding Summary**

Document Number
A11PC00100/0003

Title
COUNTY OF GILA

Page
3 of 4

Funding Strip Code

2012 - 2013 - - K0L400 - - 258A - - J3130 - - - - -

Change in Funded Amount

\$25,000.00

Shipping Addresses

Code	Detail
0001	Org: BIA - Office of Justice Services Addr: District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004 Attn: Jaki Baha-Alchesay, Law Enforcement Assistant Phone: (602) 379-6958 ext. Fax: (602) 379-6462 ext.

Invoice Addresses

Code	Detail
0001	Org: BIA-Albuquerque Accounting Operations Addr: 1001 Indian School Road NW, Suite 352 Albuquerque NM 87104 Attn: Cecilia Clark, Financial Manager Phone: (505) 563-3151 ext. Fax: (505) 563-3038 ext.

Attest:

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

Bryan B. Chambers,
Chief Deputy County Attorney

Amendment No. 0002

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 10/21/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004		CODE KH0230	7. ADMINISTERED BY (If other than Item 6) BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004
		CODE KH0230	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) GILA, COUNTY OF 1400 E ASH ST GLOBE, AZ 85501-1093	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100
	(X) 10B. DATED (SEE ITEM 13) 07/13/2011

CODE * FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

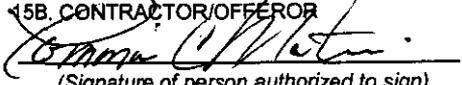
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total contract amount by \$12,300.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Tommie C. Martin, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/15/11
16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/21/2011

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	---	----------	---------------	------------	------------

VENDOR CODE: 147259191

0001	Contracted bed space for juvenile offenders at the negotiated rate of \$131.40 per day per (04/01/2011 to 03/31/2012)	03/31/2012	0.00	YR	\$12,300.00	\$12,300.00
------	---	------------	------	----	-------------	-------------

Change in Unit Price
juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.

Previous Total: \$63,100.00
Modification Total: \$12,300.00
Grand Total: \$75,400.00
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
Note: Funding shall be incorporated by Modification upon availability of funds.

Shipping Addresses

Code	Detail
0001	Org: BIA - Office of Justice Services Addr: District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004 Attn: Jaki Baha-Alchesay, Law Enforcement Assistant Phone: (602) 379-6958 ext. Fax: (602) 379-6462 ext.

Invoice Addresses

Code	Detail
0001	Org: BIA-Albuquerque Accounting Operations Addr: 1001 Indian School Road NW, Suite 352 Albuquerque NM 87104 Attn: Cecilia Clark, Financial Manager Phone: (505) 563-3151 ext. Fax: (505) 563-3038 ext.

Attest:



Marian Sheppard, Chief Deputy Clerk

Approved as to form:



Bryan B. Chambers,
Chief Deputy County Attorney

Amendment No. 0001

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

2. AMENDMENT/MODIFICATION NO. 0001 3. EFFECTIVE DATE 07/27/2011 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) _____

6. ISSUED BY BIA - OCFO-Western
Division of Acquisition, 2600 N. Central Avenue, Suite 450
Phoenix, AZ 85004
CODE KH0230
7. ADMINISTERED BY (If other than Item 6) BIA - OCFO-Western
Division of Acquisition, 2600 N. Central Avenue, Suite 450
Phoenix, AZ 85004
CODE KH0230

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
GILA, COUNTY OF
1400 E ASH ST
GLOBE, AZ 85501-1093
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100 (X)
10B. DATED (SEE ITEM 13) 07/13/2011 (X)
CODE * FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - - \$63,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
A. INCREASE the total contract amount by \$63,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Tommie C. Martin, Chairman
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
15C. DATE SIGNED 11/15/11
16B. United States of America BY (Signature of Contracting Officer) Gerald Knox
16C. DATE SIGNED 07/27/2011

Line Item Summary

Document Number
A11PC00100/0001

COUNTY OF GILA

2 of 4

Total Funding: \$63,100.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category	
Division		Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
------------------	-------------	--	----------	---------------	------------	------------

VENDOR CODE: 147259191

0001	Contracted bed space for juvenile offenders at the negotiated rate of \$131.40 per day per	03/31/2012 (04/01/2011 to 03/31/2012)	0.00	YR	\$63,000.00	\$63,000.00
------	--	--	------	----	-------------	-------------

Change in Unit Price

juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.

Previous Total: \$100.00
Modification Total: \$63,000.00
Grand Total: \$63,100.00
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051
 Note: Funding shall be incorporated by Modification upon availability of funds.

Contract Level
Funding Summary

Document Number
A11PC001000001

Title
COUNTY OF GILA

Page
3 of 4

Funding Strip Code

2011 - 2012 - - KOL400 - - 258A - - J3130 - - - - -

Change in Funded Amount

\$63,000.00

Shipping Addresses

Code	Detail
0001	Org: BIA - Office of Justice Services Addr: District III 2600 N Central Avenue 8th Floor Phoenix AZ 85004 Attn: Jaki Baha-Alchesay, Law Enforcement Assistant Phone: (602) 379-6958 ext. Fax: (602) 379-6462 ext.

Invoice Addresses

Code	Detail
0001	Org: BIA-Albuquerque Accounting Operations Addr: 1001 Indian School Road NW, Suite 352 Albuquerque NM 87104 Attn: Cecilia Clark, Financial Manager Phone: (505) 563-3151 ext. Fax: (505) 563-3038 ext.

Attest:


Marian Sheppard, Chief Deputy Clerk

Approved as to form:


Bryan F. Chambers,
Chief Deputy County Attorney

2. CONTRACT (Proc. inst. ident.) NO. A11PC00100
 3. EFFECTIVE DATE 04/01/2011
 4. REQUISITION/PURCHASE REQUEST PROJECT NO.
 5. ISSUED BY CODE KH0230
 BIA - OCFO-Western
 Division of Acquisition
 2600 N. Central Avenue, Suite 450
 Phoenix, AZ 85004-
 6. ADMINISTERED BY (If other than Item 5) CODE KH0230
 BIA - OCFO-Western
 Division of Acquisition
 2600 N. Central Avenue, Suite 450
 Phoenix, AZ 85004-

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
 GILA, COUNTY OF
 1400 E ASH ST
 GLOBE, AZ 85501-1093
 8. DELIVERY FOB Origin Other (See below)
 9. DISCOUNT FOR PROMPT PAYMENT
 10. SUBMIT INVOICES (4 Copies unless other - wise specified) TO THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO/MARK FOR CODE H0L300
 Jaki Baha-Alchesay
 BIA - Office of Justice Services
 District III
 2600 N Central Avenue 8th Floor
 Phoenix, AZ 85004-
 12. PAYMENT WILL BE MADE BY CODE ABQ
 BIA-Albuquerque Accounting Operations
 1001 Indian School Road NW, Suite 352
 Albuquerque, NM 87104-2303

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) (1)
 14. ACCOUNTING AND APPROPRIATION DATA
 2010 - 2011 - - K0L400 - - 258A - - J3130 - - - - -

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE LINE ITEM DETAIL				

15G. TOTAL AMOUNT OF CONTRACT \$ 100.00

16. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION CONTRACT FORM		X	I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES AND PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office)
 Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein.
 (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

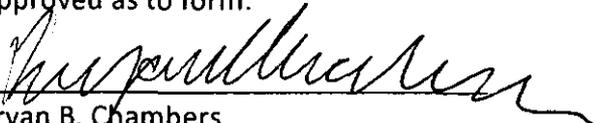
19A. NAME AND TITLE OF SIGNER (Type or print)
 Michael A. Pastor, Chairman
 19B. NAME OF CONTRACTOR
 By *Michael A. Pastor*
 (Signature of person authorized to sign)
 19C. DATE SIGNED
 6/28/11
 20A. NAME OF CONTRACTING OFFICER
 Gerald Knox, 1420-0660-1012
 20B. UNITED STATES OF AMERICA
 By *Gerald Knox*
 (Signature of Contracting Officer)
 20C. DATE SIGNED
 05/06/11

Attest:



Marian Sheppard, Chief Deputy Clerk

Approved as to form:



Bryan B. Chambers,
Chief Deputy County Attorney

Award/Contract	Document No.	Document Title	Page 6 of 33
	A11PC00100	COUNTY OF GILA	

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Award/Contract	Document No. AI1PC00100	Document Title COUNTY OF GILA	Page 7 of 33
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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

Statement of Work
Gila County Juvenile Facility

SECTION 1 - DEFINITIONS

1.1. General Definitions

- 1.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services.
- 1.1.2. "District" means the region(s) of BIA-OJS as designated in this contract.
- 1.1.3. "County" means the County of Gila, in the State of Arizona, and the Gila County Juvenile Detention Center, Globe, Arizona.
- 1.1.4. "Contractor" means the facility, tribe or local government providing the service.
- 1.1.5. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS, Tribes, Truxton Canon Agency, Fort Apache Agency, Colorado River Agency, Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.
- 1.1.6. "Juvenile" means any person who has not attained the age of 18.
- 1.1.7. "BIA-OJS Supervisory Corrections Specialist" means the Agency's District III Supervisory Correctional Specialist (SCS)
- 1.1.8. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.
- 1.1.9. "Indian reservation or reservation" means within the exterior boundaries of the Indian Reservation(s) and Indian Allotment(s) under the Fort Apache Agency, Truxton Canon Agency, Colorado River Agency, Salt River Agency.
- 1.1.10. "Tribal prisoner or tribal inmate" means a juvenile arrested under authority of the Tribal Codes(s) of the respective tribes under the jurisdiction of the Fort Apache Agency, Truxton Canon Agency, Colorado River Agency, Salt River Agency, or convicted by a Tribal Court with personal jurisdiction over the offender and subject matter jurisdiction over the offense for a violation of the Tribal code, within the Agency's jurisdiction.
- 1.1.11. "Delinquent child" means a person under (18) years of age, who has committed an act that violates the Law and Order Code and/or or would be a crime if committed by an adult, or is verified fugitive from another jurisdiction. [As amended by Ordinance DOI 3(98)] or detained or convicted by a Tribal Court with personal jurisdiction over the child/offender and subject matter jurisdiction over the Agency's jurisdiction.
- 1.1.12. "Tribal violation" means a violation which offends the criminal laws of the Tribal Court or Code of Federal Regulations Court having jurisdiction of the arresting agency. This provision will not permit the confinement of juvenile offenders whose only charge or conviction is for a status offense as defined by the Office of Juvenile Justice and Delinquency Act of 1974 and subsequent revisions.

SECTION 2 - GENERAL INFORMATION

2.1. Scope of Work

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 8 of 33
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The contractor shall provide safe and secure detention/correctional services in accordance with the specific tasks as outlined in Section 3.

2.1.1. Purpose. The (Gila County Juvenile Detention Center) will actively assist the BIA-OJS by providing housing within its detention facility, for adult individuals who have been arrested and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or having been convicted of tribal violations occurring in Indian Country within the Truxton Canon Agency jurisdiction.

2.2 Contractor Personnel

2.2.1 The contractor shall provide or designate a qualified and capable on-site contract manager who shall be responsible for the performance of the work.

2.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to the daily operation of this contract.

2.2.1.2. The contract manager or alternate shall be available during normal working hours to discuss issues relating to the contract with authorized government officials specific to this contract.

2.2.2. Contractor Employees. The contractor shall ensure contract employees are qualified and trained in accordance with contractor facility standards.

2.3 Quality Control

2.3.1. The contractor shall make available any reports of inspection and/or sanitation reports.

2.4 Quality Assurance

2.4.1. The government reserves the right to visit the facility to ensure adequate services are being provided.

2.5 Cost for services.

2.5.1 The cost shall be \$131.40 per prisoner day.

2.5.1.1 For the purpose of computing daily cost a "day" shall begin at 12:01 a.m. and end the following midnight.

2.5.1.2. Any part of a day shall be paid on a pro-rated basis (daily).

2.6 Contract Information

2.6.1 Contractor: Gila County Juvenile Detention Center
1425 E South Street
Globe, AZ 85501
(928) 425-6051
Fax (928) 425-3952

2.6.2 Agency: Vincente M. Anchondo, SCS
2600 N Central Ave
Phoenix, Arizona 85004
(602) 379-6958 ext 1809
(602) 541-7166 (cellular)

2.7 Period of Performance.

2.7.1. Shall be for the period beginning April 1, 2011 to March 31, 2016.

Section 3 - Specific Tasks

Award/Contract	Document No. A11PC00100	Document Title COUNTY OF GILA	Page 9 of 33
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3.1. The Gila County Juvenile Detention Center will accept juvenile offenders who have committed violations of tribal criminal law and who are placed there by the District III SCS or their authorized agents.

3.1.1. The Gila County Juvenile Detention Center agrees to house juvenile inmates and provide the necessary food, shelter and supervision services. Any Bureau or Tribal inmate lodged in the Gila County Juvenile Detention Center facility shall be subject to the same rules and regulations as any other person lodged within the facility.

3.1.2. Any Bureau or Tribal arrestee/prisoner awaiting adjudication or awaiting release who has not served his/her full sentence shall not be released except upon written orders from the appropriate tribal court.

3.1.3. The Gila County Juvenile Detention Center will not accept any person that has attained the age of 18 years for lodging within the facility. Gila County Juvenile Detention Center will accept female and male inmates.

3.1.4. The Agency making the arrest shall be responsible for transporting tribal arrestees and prisoners to the Gila County Juvenile Detention Center, Globe, Arizona, while awaiting adjudication, serving sentence and/or while awaiting release from custody.

3.1.5. Any unusual incident which affects any Bureau or tribal juvenile inmate held under this contract/purchase order will require the Gila County Juvenile Detention Center to contact the SCS within twenty-four (24) hours of its' occurrence, unless the incident resulted in serious injury or medical condition, death, escape, change of location of the tribal arrestee or prisoner, in such instances, the Gila County Juvenile Detention Center will notify the SCS, District III, immediately.

3.2. Medical needs of prisoners.

3.2.1. Whenever feasible and practicable, emergency medical, mental or dental needs of Bureau or Tribal juvenile inmates, who are enrolled members of a Federally-recognized Tribe, shall be provided by the Indian Health Service or a tribal health care facility/provider.

3.2.2. The Gila County Juvenile Detention Center shall promptly notify the BIA-OJS, District III SCS, or designee of such needs to afford the Agency the opportunity to arrange for the treatment and the transport to treatment or to otherwise advise the Gila County Juvenile Detention Center on action to be taken.

3.2.3. In case of extreme emergency where it is not feasible or practicable to seek BIA-OJS advice in advance, the Gila County Juvenile Detention Center may obtain such care for prisoners at local, Federal, or state facilities as emergency needs dictate.

3.2.3.1 In such instances the care provider will be advised by the Gila County Juvenile Detention Center to contact the nearest Indian Health Service facility for further instructions and for claims advice within 72 hours of first furnishing care or treatment.

3.2.3.2. The Gila County Juvenile Detention Center shall promptly notify the SCS, District III of actions taken when such emergency circumstances occur.

3.2.4. The following are health care facilities closest to the Gila County Juvenile Detention Center:

Cobre Valley Community Hospital
5880 S Hospital Drive
Globe, Arizona 85501
(928) 425-3261

3.2.4.1. In case of extreme emergency only, the following Health Care Facility will be used:

Cobre Valley Community Hospital
5880 S Hospital Drive
Globe, Arizona 85501
(928) 425-3261

3.2.5. In instances where Indian Health Service rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other federal or state programs, the Gila County Juvenile Detention Center will be billed by the provider.

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3.2.6. BIA-OJS Division of Corrections will only reimburse the Gila County Juvenile Detention Center for medical services if the treatment has been approved by BIA-OJS. BIA-OJS will only reimburse the contractor and not the actual provider of treatment, for authorized emergency medical, mental and dental care and medications.

3.2.7. A medical voucher will be prepared listing alphabetically the health care providers and total amount due to each vendor, the full inmate name, services provided, date of service, and total amount billed for each inmate. Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA-OJS. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the Gila County Juvenile Detention Center facility administrator.

3.2.8. BIA-OJS will be responsible for providing a medical release of information form signed by the juvenile offender's parent/guardian or custodian for the purpose of obtaining the medical records.

3.2.8.1. The Gila County Juvenile Detention Center will be responsible for providing medical screening of the inmate at the time of booking and the BIA-OJS Police Officer, from their respective Agency, shall provide information regarding any current medical concerns at the time of transportation and booking.

3.2.8.2. BIA OJS or Tribal Police Officer shall be responsible to obtain medical clearance for any known or obvious medical needs prior to incarceration at Gila County Juvenile Detention Center.

Section 4 - Negative Declaration

4.1. This Statement of Work (SOW) does not reflect, in this or any other context any party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this Statement of Work shall be construed to impact or impair the extradition authority and processes of the Parties.

4.1.2. Nothing in this SOW shall be construed as waiving the sovereign immunity of Gila County Juvenile Detention Center or their employees from suit in State, Tribal or Federal court. Liability for suit in State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the United States or BIA Police Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

Section 5 - Board Bill

5.1. The Gila County Juvenile Detention Center will submit, by the tenth day of the month, a board bill for the previous month's costs of housing BIA-OJS inmates. The board bill will contain the name and address of the Contractor, the contract or purchase order number, date that the board bill is prepared, name of each inmate housed for BIA-OJS, in conjunction with the number of days or portion of days each inmate was physically housed by the Gila County Juvenile Detention Center, daily inmate rate, and the total amount to be paid by BIA-OJS Division of Corrections. Any discrepancies shall be justified in writing by the Gila County Juvenile Detention Center.

5.1.1. The monthly board bill is to be mailed to:

Bureau of Indian Affairs
OJS-Accounting Operations
Attn: Cecilia Clark
1001 Indian School Road, NW, Suite 352
Albuquerque, NM 87104

Section 6 - Right to Refuse Placement

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6.1. Notwithstanding any of the above provisions of this SOW, should a limit be set by statute, judicial, or administrative decision, or otherwise, on the number of prisoners, which the Gila County Juvenile Detention Center may lawfully lodge in its facility at any one time, then Gila County Juvenile Detention Center may refuse to lodge any BIA-OJS prisoners if the number of prisoners in the Gila County Juvenile Detention Center at that time has reached 75 % of the maximum capacity allowable by law.

Section 7 - Hold Harmless

7.1. The Gila County Juvenile Detention Center agrees to hold harmless the BIA-OJS from:

7.1.1. Violation of constitutional rights arising from the detention of persons in the Gila County Juvenile Detention Center pursuant to this SOW.

7.1.2. The BIA-OJS and the Gila County Juvenile Detention Center agrees to assume its' own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner, result from or arise out of this agreement.

Section 8 - Indemnification, Liability, and Insurance

8.1. The BIA-OJS assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the County or its officers, pursuant to this SOW.

8.2. The Gila County Juvenile Detention Center assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS.

8.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.

8.4. The Gila County Juvenile Detention Center will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of Grady County Detention or its agents or employees in the performance of this SOW.

8.5. Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER

AUGUST 1989

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 INVOICE AND PAYMENT

The Contractor shall submit all original invoice(s) to the Designated Billing Office. In addition, one (1) courtesy copy shall be sent to the Contracting Officer and the Contracting Officer's Representative (COR).

Submit original invoices to:

Designated Billing Office: The designated billing office also services as the payment office and will be responsible for obtaining certification from the COR that the payment has been approved (authorized) for payment by the Contracting Officer. Payment will be made by the following designated billing office:

BIA-Albuquerque Accounting Operations
Attn: Cecilia Clark, Financial Manager
1001 Indian School Road NW, Suite 352
Albuquerque, NM 87104
Telephone No.: (505)563-3151 Facsimile No.: (505)563-3038

Submit copy of the invoice to the Contracting Officer:

Gerald Knox, Contract Specialist
BIA-Western Regional Office - Division of Acquisition
2600 N. Central Avenue, 4th Floor
Phoenix, Arizona 85004
Telephone No.: (602)379-4029 Facsimile No.: (602)379-6763

Submit copy of the invoice to the Contracting Officer's Representative:

Jaki Baha-Alehesay, Contracting Officer's Representative
BIA - Western Regional Office
District III/Corrections/LEA
2600 N. Central Avenue, 4th Floor
Phoenix, Arizona 85004
Telephone No.: (602) 379-6958 X1824 Facsimile No.: (602)379-6462

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SECTION I -- CONTRACT CLAUSES

I.1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL JUNE 2010 ITEMS

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

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(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

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(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

I.2 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO MARCH 2011**
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C.7104(g)).

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- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- _x_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).
- ___ (6) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- ___ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (8) [Reserved]
- ___ (9)(i) 52.219-6, Notice of Total Small Business Set- Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
- ___ (12)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9.
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (iv) Alternate III (JUL 2010) of 52.219-9.
- ___ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (14) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).
- ___ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- _x_ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _x_ (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ___ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _x_ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- _x_ (24) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- _x_ (25) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- _x_ (26) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- _x_ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA—Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (29) 52.223-15, Energy Efficiency in Energy- Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- _x_ (31) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

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- __ (32) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- __ (33)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- __ (ii) Alternate I (JAN 2004) of 52.225-3.
- __ (iii) Alternate II (JAN 2004) of 52.225-3.
- __ (34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- __ (35) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- __ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- __ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- __ (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- __ (39) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _x_ (40) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- __ (41) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- __ (42) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- __ (43) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- __ (44)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- __ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- _x_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- __ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- __ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- __ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- __ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 351, et seq.).
- __ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- _x_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
- __ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to ment of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for

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construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.3 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 calendar days**.

I.4 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 years (Base Year + 4 Option Years)**.

I.5 52.232-18 AVAILABILITY OF FUNDS

APRIL 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL

APRIL 1984

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YEAR

Funds are not presently available for performance under this contract beyond **December 31, 2011** . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **December 31, 2011**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 ALL DOI NATIONWIDE - PROHIBITION ON TEXTING WHILE DRIVING

Memorandum

To: All DOI Employees
From: Deputy Secretary
Subject: Prohibition on Texting While Driving

Recent deadly crashes involving drivers distracted by text messaging while driving highlight a growing danger. Text messaging causes drivers to take their eyes off the road and at least one hand off the steering wheel, endangering both themselves and others. President Obama recently issued Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." This important order prohibits Federal employees from text messaging while doing any of the following:

- " Driving Government-owned, Government-leased, or Government-rented vehicles (GOVs);
- " Driving privately-owned vehicles (POV) while on official Government business; and
- " Using electronic equipment supplied by the Government (including, but not limited to, cell phones, Blackberries, or other electronic devices) while driving.

A Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment will help save lives, reduce injuries, and set an example for state and local governments, private employers, and individual drivers.

Texting or text messaging means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

In addition, the Executive Order requires Federal agencies to take steps to encourage Federal contractors, subcontractors, recipients, and sub recipients of financial assistance to adopt and enforce their own policies that ban employees from texting while driving GOVs or company-owned, company-leased, or company-rented vehicles or while driving POVs on official Government business or when performing work for, or on behalf of, the Government. Those entities are further encouraged to educate their employees and to urge voluntary compliance with a texting ban for off-duty employees.

All DOI employees are directed to comply with E.O. 13513 immediately, and human capital, procurement, and other applicable teams are directed to update all relevant policies and procedures to include the express prohibitions of the Order as soon as possible. In addition, employees and contractors are strongly encouraged to refrain from off-duty text messaging on personal devices while operating POVs.

PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING:

Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (Ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government. Clause 1450-0016-002 is provided in Section I.

J.3 SERVICE CONTRACT ACT - WAGE DETERMINATIONS

WD 05-2024 (Rev.-13) was first posted on www.wdol.gov on 12/14/2010

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2024

Shirley F. Ebbesen Division of | Revision No.: 13
 Director Wage Determinations | Date Of Revision: 12/08/2010

State: Arizona

Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal,
 Yavapai

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.85	
01012 - Accounting Clerk II	16.68	
01013 - Accounting Clerk III	18.65	
01020 - Administrative Assistant	25.36	
01040 - Court Reporter	16.73	
01051 - Data Entry Operator I	12.52	
01052 - Data Entry Operator II	13.66	
01060 - Dispatcher, Motor Vehicle	16.40	
01070 - Document Preparation Clerk	13.55	
01090 - Duplicating Machine Operator	13.55	
01111 - General Clerk I	12.53	
01112 - General Clerk II	13.67	
01113 - General Clerk III	15.34	
01120 - Housing Referral Assistant	20.78	
01141 - Messenger Courier	12.33	
01191 - Order Clerk I	12.32	
01192 - Order Clerk II	14.86	
01261 - Personnel Assistant (Employment) I	14.98	
01262 - Personnel Assistant (Employment) II	16.76	
01263 - Personnel Assistant (Employment) III	18.69	
01270 - Production Control Clerk	20.26	
01280 - Receptionist	12.58	
01290 - Rental Clerk	14.97	
01300 - Scheduler, Maintenance	16.66	
01311 - Secretary I	16.66	
01312 - Secretary II	18.64	
01313 - Secretary III	20.78	
01320 - Service Order Dispatcher	14.32	
01410 - Supply Technician	25.36	
01420 - Survey Worker	16.63	
01531 - Travel Clerk I	13.28	
01532 - Travel Clerk II	14.46	
01533 - Travel Clerk III	15.61	
01611 - Word Processor I	13.82	

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01612 - Word Processor II	15.78
01613 - Word Processor III	17.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.34
05010 - Automotive Electrician	20.30
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.62
05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.62
05190 - Motor Vehicle Mechanic	21.59
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.62
05310 - Painter, Automotive	22.12
05340 - Radiator Repair Specialist	19.58
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.03
07041 - Cook I	10.50
07042 - Cook II	12.16
07070 - Dishwasher	8.60
07130 - Food Service Worker	10.17
07210 - Meat Cutter	16.58
07260 - Waiter/Waitress	9.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	10.88
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer, Minor	14.59
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.97
11060 - Elevator Operator	9.97
11090 - Gardener	12.96
11122 - Housekeeping Aide	11.10
11150 - Janitor	11.10
11210 - Laborer, Grounds Maintenance	10.31
11240 - Maid or Houseman	9.59
11260 - Pruner	10.14
11270 - Tractor Operator	12.53
11330 - Trail Maintenance Worker	10.31
11360 - Window Cleaner	12.00
12000 - Health Occupations	
12010 - Ambulance Driver	13.87
12011 - Breath Alcohol Technician	18.71
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	18.94
12020 - Dental Assistant	16.61
12025 - Dental Hygienist	34.70
12030 - EKG Technician	21.08
12035 - Electroneurodiagnostic Technologist	21.08
12040 - Emergency Medical Technician	13.87
12071 - Licensed Practical Nurse I	16.73
12072 - Licensed Practical Nurse II	18.71
12073 - Licensed Practical Nurse III	20.87
12100 - Medical Assistant	14.39

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12130 - Medical Laboratory Technician		19.61	
12160 - Medical Record Clerk		13.11	
12190 - Medical Record Technician		15.57	
12195 - Medical Transcriptionist		17.02	
12210 - Nuclear Medicine Technologist		33.98	
12221 - Nursing Assistant I		10.25	
12222 - Nursing Assistant II		11.53	
12223 - Nursing Assistant III		12.58	
12224 - Nursing Assistant IV		14.12	
12235 - Optical Dispenser		15.39	
12236 - Optical Technician		14.85	
12250 - Pharmacy Technician		14.15	
12280 - Phlebotomist		14.12	
12305 - Radiologic Technologist		24.34	
12311 - Registered Nurse I		26.93	
12312 - Registered Nurse II		33.08	
12313 - Registered Nurse II, Specialist		33.08	
12314 - Registered Nurse III		40.02	
12315 - Registered Nurse III, Anesthetist		40.02	
12316 - Registered Nurse IV		47.96	
12317 - Scheduler (Drug and Alcohol Testing)		23.09	
13000 - Information And Arts Occupations			
13011 - Exhibits Specialist I		17.08	
13012 - Exhibits Specialist II		21.08	
13013 - Exhibits Specialist III		25.71	
13041 - Illustrator I		18.79	
13042 - Illustrator II		23.18	
13043 - Illustrator III		28.27	
13047 - Librarian		23.06	
13050 - Library Aide/Clerk		14.20	
13054 - Library Information Technology Systems Administrator			20.92
13058 - Library Technician		14.08	
13061 - Media Specialist I		15.03	
13062 - Media Specialist II		16.81	
13063 - Media Specialist III		18.75	
13071 - Photographer I		14.99	
13072 - Photographer II		17.27	
13073 - Photographer III		21.32	
13074 - Photographer IV		26.01	
13075 - Photographer V		31.55	
13110 - Video Teleconference Technician			16.68
14000 - Information Technology Occupations			
14041 - Computer Operator I		15.04	
14042 - Computer Operator II		17.51	
14043 - Computer Operator III		20.13	
14044 - Computer Operator IV		22.75	
14045 - Computer Operator V		24.82	
14071 - Computer Programmer I		23.00	
14072 - Computer Programmer II		24.90	
14073 - Computer Programmer III	(see 1)		
14074 - Computer Programmer IV	(see 1)		
14101 - Computer Systems Analyst I	(see 1)		
14102 - Computer Systems Analyst II	(see 1)		
14103 - Computer Systems Analyst III	(see 1)		
14150 - Peripheral Equipment Operator		15.04	
14160 - Personal Computer Support Technician		22.75	
15000 - Instructional Occupations			
15010 - Aircrew Training Devices Instructor (Non-Rated)			29.46

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15020 - Aircrew Training Devices Instructor (Rated)	36.56
15030 - Air Crew Training Devices Instructor (Pilot)	40.22
15050 - Computer Based Training Specialist / Instructor	29.46
15060 - Educational Technologist	21.91
15070 - Flight Instructor (Pilot)	40.22
15080 - Graphic Artist	21.68
15090 - Technical Instructor	20.91
15095 - Technical Instructor/Course Developer	25.58
15110 - Test Proctor	16.87
15120 - Tutor	16.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.06
16030 - Counter Attendant	9.06
16040 - Dry Cleaner	11.32
16070 - Finisher, Flatwork, Machine	9.06
16090 - Presser, Hand	9.06
16110 - Presser, Machine, Drycleaning	9.06
16130 - Presser, Machine, Shirts	9.06
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06
16190 - Sewing Machine Operator	12.05
16220 - Tailor	12.81
16250 - Washer, Machine	9.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.74
19040 - Tool And Die Maker	22.78
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.52
21030 - Material Coordinator	19.58
21040 - Material Expediter	19.58
21050 - Material Handling Laborer	11.91
21071 - Order Filler	12.24
21080 - Production Line Worker (Food Processing)	13.52
21110 - Shipping Packer	14.52
21130 - Shipping/Receiving Clerk	14.52
21140 - Store Worker I	9.13
21150 - Stock Clerk	14.39
21210 - Tools And Parts Attendant	13.52
21410 - Warehouse Specialist	13.52
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.77
23021 - Aircraft Mechanic I	25.34
23022 - Aircraft Mechanic II	26.77
23023 - Aircraft Mechanic III	28.40
23040 - Aircraft Mechanic Helper	17.74
23050 - Aircraft, Painter	24.07
23060 - Aircraft Servicer	21.28
23080 - Aircraft Worker	22.80
23110 - Appliance Mechanic	18.79
23120 - Bicycle Repairer	12.92
23125 - Cable Splicer	29.26
23130 - Carpenter, Maintenance	17.36
23140 - Carpet Layer	15.63
23160 - Electrician, Maintenance	20.14
23181 - Electronics Technician Maintenance I	18.00
23182 - Electronics Technician Maintenance II	23.29
23183 - Electronics Technician Maintenance III	25.37
23260 - Fabric Worker	14.70
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	15.17

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23311 - Fuel Distribution System Mechanic	29.33
23312 - Fuel Distribution System Operator	20.70
23370 - General Maintenance Worker	17.48
23380 - Ground Support Equipment Mechanic	25.34
23381 - Ground Support Equipment Servicer	21.28
23382 - Ground Support Equipment Worker	22.80
23391 - Gunsmith I	15.17
23392 - Gunsmith II	18.14
23393 - Gunsmith III	21.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.83
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.95
23430 - Heavy Equipment Mechanic	21.55
23440 - Heavy Equipment Operator	21.23
23460 - Instrument Mechanic	24.18
23465 - Laboratory/Shelter Mechanic	19.62
23470 - Laborer	11.55
23510 - Locksmith	19.50
23530 - Machinery Maintenance Mechanic	25.00
23550 - Machinist, Maintenance	17.73
23580 - Maintenance Trades Helper	13.00
23591 - Metrology Technician I	24.18
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	26.51
23640 - Millwright	23.72
23710 - Office Appliance Repairer	19.75
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	20.86
23810 - Plumber, Maintenance	19.81
23820 - Pneudraulic Systems Mechanic	21.09
23850 - Rigger	21.09
23870 - Scale Mechanic	18.14
23890 - Sheet-Metal Worker, Maintenance	17.99
23910 - Small Engine Mechanic	16.52
23931 - Telecommunications Mechanic I	22.60
23932 - Telecommunications Mechanic II	26.99
23950 - Telephone Lineman	18.23
23960 - Welder, Combination, Maintenance	17.37
23965 - Well Driller	21.09
23970 - Woodcraft Worker	21.09
23980 - Woodworker	14.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	10.71
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.78
25040 - Sewage Plant Operator	22.71
25070 - Stationary Engineer	23.78
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	22.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.73
27007 - Baggage Inspector	11.01
27008 - Corrections Officer	19.77

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27010 - Court Security Officer	20.49	
27030 - Detection Dog Handler	16.13	
27040 - Detention Officer	19.77	
27070 - Firefighter	21.80	
27101 - Guard I	11.01	
27102 - Guard II	16.13	
27131 - Police Officer I	25.69	
27132 - Police Officer II	28.53	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.84	
28042 - Carnival Equipment Repairer	15.17	
28043 - Carnival Equipment Worker	9.89	
28210 - Gate Attendant/Gate Tender	14.95	
28310 - Lifeguard	11.90	
28350 - Park Attendant (Aide)	16.73	
28510 - Recreation Aide/Health Facility Attendant	12.21	
28515 - Recreation Specialist	17.99	
28630 - Sports Official	13.33	
28690 - Swimming Pool Operator	19.72	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	19.45	
29020 - Hatch Tender	19.45	
29030 - Line Handler	19.45	
29041 - Stevedore I	17.16	
29042 - Stevedore II	21.45	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16	
30021 - Archeological Technician I	17.49	
30022 - Archeological Technician II	19.58	
30023 - Archeological Technician III	24.25	
30030 - Cartographic Technician	24.59	
30040 - Civil Engineering Technician	21.56	
30061 - Drafter/CAD Operator I	17.49	
30062 - Drafter/CAD Operator II	19.84	
30063 - Drafter/CAD Operator III	22.12	
30064 - Drafter/CAD Operator IV	26.82	
30081 - Engineering Technician I	16.02	
30082 - Engineering Technician II	17.98	
30083 - Engineering Technician III	21.48	
30084 - Engineering Technician IV	25.33	
30085 - Engineering Technician V	30.27	
30086 - Engineering Technician VI	34.64	
30090 - Environmental Technician	22.20	
30210 - Laboratory Technician	22.92	
30240 - Mathematical Technician	24.69	
30361 - Paralegal/Legal Assistant I	21.19	
30362 - Paralegal/Legal Assistant II	25.09	
30363 - Paralegal/Legal Assistant III	30.61	
30364 - Paralegal/Legal Assistant IV	37.15	
30390 - Photo-Optics Technician	24.69	
30461 - Technical Writer I	22.49	
30462 - Technical Writer II	27.51	
30463 - Technical Writer III	31.24	
30491 - Unexploded Ordnance (UXO) Technician I	22.74	
30492 - Unexploded Ordnance (UXO) Technician II	27.51	
30493 - Unexploded Ordnance (UXO) Technician III	32.97	
30494 - Unexploded (UXO) Safety Escort	22.74	

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30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	22.12
30621 - Weather Observer, Senior	(see 2)	24.12
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		8.17
31030 - Bus Driver		17.45
31043 - Driver Courier		13.84
31260 - Parking and Lot Attendant		10.32
31290 - Shuttle Bus Driver		15.35
31310 - Taxi Driver		10.88
31361 - Truckdriver, Light		15.35
31362 - Truckdriver, Medium		18.71
31363 - Truckdriver, Heavy		19.29
31364 - Truckdriver, Tractor-Trailer		19.29
99000 - Miscellaneous Occupations		
99030 - Cashier		11.86
99050 - Desk Clerk		10.74
99095 - Embalmer		24.27
99251 - Laboratory Animal Caretaker I		10.57
99252 - Laboratory Animal Caretaker II		13.33
99310 - Mortician		28.19
99410 - Pest Controller		14.44
99510 - Photofinishing Worker		13.44
99710 - Recycling Laborer		18.15
99711 - Recycling Specialist		23.31
99730 - Refuse Collector		17.29
99810 - Sales Clerk		12.38
99820 - School Crossing Guard		8.69
99830 - Survey Party Chief		26.46
99831 - Surveying Aide		15.94
99832 - Surveying Technician		22.46
99840 - Vending Machine Attendant		14.89
99841 - Vending Machine Repairer		18.88
99842 - Vending Machine Repairer Helper		14.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

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represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444

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should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) *When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).*
- 2) *After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.*
- 3) *The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).*
- 4) *Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.*
- 5) *The contracting officer transmits the Wage and Hour decision to the contractor.*
- 6) *The contractor informs the affected employees.*

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



GILA COUNTY ATTORNEY
Daisy Flores

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

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § A.R.S. § 11-952(D).

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-1171

Consent Agenda Item 5- C

Regular BOS Meeting

Meeting Date: 04/17/2012

Submitted For: Daisy Flores, County Attorney Submitted By: Donna Puhara, Fiscal Administrator, County Attorney

Department: County Attorney

Fiscal Year: 2013

Budgeted?: Yes

Contract Dates 7/1/12 to 6/30/13

Grant?: Yes

Begin & End:

Matching Yes

Fund?: Renewal

Requirement?:

Presenter's Name:

Information

Request/Subject

Arizona Criminal Justice Commission Renewal Byrne Drug, Gang and Violent Crime Control Grant Permission to Apply

Background Information

This grant has been in effect for 24 years. This grant funds a full-time prosecutor for drug and violent crime prosecution. Match requirements have historically fluctuated based on availability of funding. The grant announcement for FY13 indicated matching funds up to 25 percent may be required, however the determination of necessity of matching funds has not yet been determined and applicants selected for an award will not be notified as to the level of match until May 24, 2012. The maximum 25 percent match estimate to be paid from the General Fund is \$17,000 based on anticipated salary and benefits of the attorney currently assigned to this project. Solicitation for grant applications opened February 27, 2012, and the grant application must be completed online no later than March 23, 2012 at 3:00 p.m. Time was not sufficient to complete the application to get the matter on the Board agenda prior to the due date. If the Board does not approve the submission, the application will be withdrawn.

Evaluation

The Gila County Byrne Drug Prosecution grant is essential to provide funding for the salary and benefits of a prosecutor, who works in tandem with the Gila County Narcotics Task Force.

Conclusion

The Drug, Gang, and Violent Crime Control Program allows state, county, local and tribal governments to support activities that combat drug, gangs and violent crime. This grant provides a significant portion of the funding for a full-time prosecutor to work in tandem with the Gila County Narcotics Task Force in efforts to curb crime in Gila County through investigation, arrest and prosecution.

Recommendation

It is recommended that the Gila County Board of Supervisors approve the Gila County Attorney's Office request to submit a grant application to the Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Program to renew grant funding used for the salary and benefits of a full-time prosecutor. Further, that the Board of Supervisors approve the use of General Funds to provide any required match funds not to exceed 25 percent of the entire grant.

Suggested Motion

Authorization for the Gila County Attorney's Office to electronically submit a FY 2013 Grant Application to the Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Program, in the amount of \$67,727 to renew grant funding and approve any required match funding requirement up to 25% from the General Fund.

Attachments

Grant Application

Single Audit Report

ACJC Grant Program: Drug, Gang, and Violent Crime Control

Period Title: FY13 Cycle 26

Project Title: Prosecution for Gila County Narcotics Task Force

Purpose Area: P - Prosecution

Is this a continuation request? No

Applicant Agency: Agency Name: Gila County Attorney's Office
 Department Name: None
 DUNS Number: 148942451

Participating Agencies: Gila County Attorney's Office in tandem with the Gila County Narcotics Task Force.

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: 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 Mission Statement

Response is limited to 1,500 characters, including spaces.

Enter narrative below:

The Gila County Attorney's Office is committed to aggressive prosecution of drug related offenses and violent crimes committed in Gila County, Arizona. As part of the strategy of the County Attorney's Office asset forfeiture actions are filed when appropriate. Additionally, the Gila County Attorney's Office provides a full-time public agency liaison that assists in arranging education and training for the Gila County Narcotics Task Force and other agencies which has resulted in more effective filings on drug and violent crime cases and subsequent prosecution. Assistance is offered to community based educational programs relating to the curbing of drug and violent crime offenses. In addition to coordination with the Gila County Narcotics Task Force, coordination with all Gila County law enforcement agencies and the Tonto Apache Tribe and San Carlos Apache Tribe is a vital part of the commitment of the Gila County Attorney's Office.

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 7,000 characters, including spaces.*

Enter narrative below:

Gila County is rural with a land area of 5,000 square miles, with the majority of the land in Gila County being publically owned. Gila County has a population of approximately 50,000 full-time residents with the population of the northern part of the county increasing by approximately 20 percent during the summer months. Two large casinos located in Gila County have steadily increased the transient population. Non-resident drug offenses increase on an annual basis which may be tied to the influx of visitors to the County. The highways in Gila County are major thoroughfares bisecting the State with many of the major possession for sale and transportation drug offenses being committed by persons moving from state to state. Prosecution of drug and violent crime cases require the involvement of the Gila County Attorney's Office. Besides prosecution which is the main scope of this project, the Gila County Attorney's Office provides an investigator and/or an attorney to assist in the preparation of cases by conducting interview and other follow-up investigation needed before charges are filed and before trial.

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. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

Prosecution of drug and violent crimes is the main objective of this project. One full-time prosecutor is funded by this grant. Prosecution of criminal cases serves the entire population of Gila County by reducing drug use and other drug related crimes. Additional Gila County Attorney staff provides services necessary for the implementation and completion of asset forfeiture, training, public, education and drug awareness. Monies obtained from asset forfeitures provide funds to all Gila County law enforcement which may not otherwise be available for the purchase of equipment necessary in the furtherance of crime reduction. Additionally, several Gila County Attorney employees, not funded through this project, are part of our drug and/or violent crime prosecution team. For example, Globe and Payson staff members assist in prosecution of felonies, misdemeanor and juvenile drug and violent crimes with investigative staff assisting agencies in preparation of cases. In addition to coordination with the Gila County Narcotics Task Force, coordination with the Tonto Apache Tribe and San Carlos Apache Tribe is a vital part of efforts to curb drug use and other drug related and violent crimes in Gila County.

Each year the Gila County Attorney's Office advises the County Manager that grant funds may not be available or that grant requests may not be funded fully. The daily operations of the Gila County Attorney's Office must continue in the absence of grant funding. We would resolve any shortfalls by seeking funds from the County's General Fund, Criminal Justice Enhancement Funds, Cost of Prosecution Assessments and any other alternative funding available prior to reassignment of personnel or other general budget cuts could become necessary.

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 in connection with your grant (excluding participating agencies already identified in the 'General Information' section).

Enter narrative below:

The Gila County Narcotics Task Force and the Tandem Prosecution Project of the Gila County Attorney's Office have a strong collaborative relationship with all Gila County law enforcement agencies which include: Hayden Police Department, Miami Police Department, Globe Police Department, Arizona Department of Public Safety, San Carlos Tribal Police, Tonto Apache Tribal Police, Payson Police Department and the Gila County Sheriff's Office. The Gila County Attorney's Office prosecutes all crimes in Gila County with the exception of some misdemeanor violations prosecuted by the Payson Town Attorney and crimes committed on the reservation by Native Americans which are prosecuted federally. Asset forfeiture actions are handled by the Gila County Attorney's Office for these same State agencies. The Gila County Attorney's Office is working extensively in concert with the Gila County Meth Coalition and with Gila County Schools on educating students about drug abuse. The Gila County Attorney's Office also works with the Gila Advocacy Program, the Arizona Department of Economic Security Child Protective Services, the Gila/Pinal Elder Abuse Council and the Arizona Attorney General's Office in the furtherance of prosecution of violent crimes.

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 4,000 characters, including spaces.*

Enter narrative below:

The Gila County Attorney's Office collaborates with the schools in drug education and awareness programs. Part of this project involves a contest sponsored by the Gila County Attorney's Office for a different school district each year in which the students draw and color scenes relating to the awareness, education and the dangers of drugs. The entries are judged and the winner's drawings and photos of the contest winners are featured in a "school calendar". This project has been well accepted by school personnel, students and parents is a step forward in drug abuse awareness, as most schools in Gila County no longer have DARE programs.

Evaluation Plan

How will you evaluate the effectiveness of the program activities? *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

Effectiveness of program activities will be evaluated by the number of drug and violent crime cases charged and the number of case assists. The number of cases filed and the number of convictions will indicate the effectiveness of prosecution. The number of successful asset forfeiture cases will indicate the effectiveness of the asset forfeiture program. Statistical data will be tracked using a combination of the Gila County Attorney's case management system and a hand-counted tally. Data will be evaluated on a quarterly basis and adjustments made to charging and/or prosecutorial strategy depending on how goals and objectives have been met during the previous quarter.

Goal: To enhance the pursuit of justice for drug and drug-related gang and violent crimes in an equitable, unprejudiced, and expeditious manner.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Prosecute drug-related cases	%	360	1. Number of drug-related case referrals received
	%	30	2. Number of drug-related cases declined for prosecution
	%	65	3. Number of drug-related cases deferred to a diversion program
	%	10	4. Number of drug-related cases dismissed
	%	250	5. Number of drug-related cases resulting in conviction
	%	5	6. Number of drug-related cases resulting in acquittal

Goal: Strengthen collaborative partnership between federal, state, and local law enforcement and prosecutorial agencies.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Conduct coordination or collaboration activities with other agencies	%	60	1. Number of drug-related law enforcement investigation assists
	%	300	2. Number of meetings with law enforcement related to case preparation, case processing and/or hearings
	%	20	3. Number of trainings and briefings offered to law enforcement from prosecutors
	%	4	Number of trainings and briefings offered by law enforcement and attended by prosecutors

Goal: Deprive Gila County drug money laundering criminals of their profits.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Achieve successful outcomes in forfeiture cases	%	20	Number of successful outcomes
Disrupt criminal enterprises with consequences of limiting subsequent criminal conduct	%	5	1. Number of cases involving criminal enterprises and, 2. number of criminal enterprises disrupted

Personnel

Enter narrative below:

One full-time drug prosecutor to work in tandem with the Gila County Narcotics Task Force. Deputy County Attorney assigned to the position. Gila County does not have a detailed job description specific to this position.

Full Time/Part Time

Position Title	# Pos (FTE)	Annual Salary	Subtotal Salary	ERE Rate	ERE Subtotal	Total
Deputy Gila County Attorney	1	\$51,293.00	\$51,293.00	32.04%	\$16,434.28	\$67,727.28
					Salary Subtotal: \$51,293.00	
					ERE Subtotal: \$16,434.00	
					Total: \$67,727.00	

Overtime

Position Title	Hours	Hourly Wage	Subtotal Wages	ERE Rate	ERE Subtotal	Total
					Wages Subtotal: \$0.00	
					ERE Subtotal: \$0.00	
					Total: \$0.00	

ERE Breakdown

Enter narrative below:

State Retirement Match	\$5,514.00	10.75%
Social Security Contribution	\$3,138.72	6.12%
Medicare Contribution	\$ 492.96	.96%
Medical Insurance and LTD	\$7,150.10	13.94%
Worker's Compensation	\$ 137.80	.27%

Consultant/Contractual Services

Enter narrative below:

Expense Type	Hours	Rate	Total
			Total: \$0.00

Travel (In State)

Enter narrative below:

Expense Type	Units	Amount	Total
			Total: \$0.00

Travel (Out of State)

Enter narrative below:

Expense Type	Units	Amount	Total
			Total: \$0.00

Confidential Funds

Enter narrative below:

Expense Type	Amount	Total
		Total: \$0.00

Other Operating Expenses

Enter narrative below:

Expense Type	Type	Quantity	Each	Total
				Supplies Subtotal: \$0.00
				Registration/Training Subtotal: \$0.00
				Other Subtotal: \$0.00
				Total: \$0.00

Equipment Purchases

Enter narrative below:

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

Total Project Cost

State: \$0.00 Federal: \$50,795.00 Match: \$16,932.00 Grand Total: \$67,727.00

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

Enter the date of your jurisdiction's most recent A-133/Financial Audit Report Single Audit Report. If the A-133 is not current submit to the Commission:

- A copy of the letter received from the cognizant or audit oversight agency approving your request for an extension, or
- A copy of the letter requesting an extension to file; and submit any follow-up correspondence received from the cognizant or oversight agency.

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?

No

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.

Funds are maintained by the Gila County Treasurer. There are separate fund accounts through the Gila County Treasurer but there are not separate bank accounts.

Please upload any additional documentation here. You may upload multiple files if necessary.

NOTE:

Non-profit organizations can demonstrate its non-profit status in any one of four methods. Please attach one of the following to this application:

1. Submission of proof of 501(c)(3) status from the Internal Revenue Service.
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, 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.

[Single Audit Package 2010 Gila County.pdf](#)
[DGVCC FY13 Budget Worksheet.xls](#)

The applicant agrees that ACJC grant funds are not to be expended on any indirect costs that may be incurred in administering the funds.

The applicant agrees that payment obligation is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation.

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. In addition, 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.

The applicant agrees to submit financial and activity reports through mechanisms or forms provided and frequency needed to the Commission.

The applicant has read and agrees to comply with the requirements concerning program income as set forth in the Office of Justice Programs (OJP) Financial Guide, Chapter 9 Program Income if the program generates or expends program income; has read and agrees to abide by the conditions concerning confidential funds as set forth in the Office of Justice Programs (OJP) Financial Guide Chapter 17 Confidential Funds if grant funds or Anti-racketeering funds (RICO) will be used for this project; and has read and agrees to abide by the requirements of 28 CFR Part 23 if grant funds or anti-racketeering funds (RICO) will be used to support a Criminal Intelligence System.



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.

ARF-1142

Consent Agenda Item 5- D

Regular BOS Meeting

Meeting Date: 04/17/2012

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director Submitted By: Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division

Department: Health & Emergency Services Division Division: Emergency Services

Presenter's Name:

Information

Request/Subject

Resolution 12-04-01 naming a road to be called N. Byrne Lane

Background Information

County resident Bill Byrne contacted County Rural Addressing personnel to request that the road of his residence be named N. Byrne Lane.

Evaluation

Rural Addressing Department personnel assessed the request and determined that the road had no official street name and is associated with three properties. A letter was sent to each property owner seeking their input on a street name and all three responded with a proposed name of N. Byrne Lane. The street name proposal was advertised as required and no objections were received.

Conclusion

This request meets County ordinance requirements for street naming.

Recommendation

The Director of the Division of Health and Emergency Services recommends that the Board of Supervisors adopt Resolution 12-04-01 naming one road in Gila County to be called N. Byrne. Lane.

Suggested Motion

Approval to adopt Resolution 12-04-01 naming one road in Gila County to be called N. Byrne Lane.

Attachments

Resolution 12-04-01

Map

Publication



RESOLUTION NO. 12-04-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, NAMING ONE ROAD IN GILA COUNTY TO BE CALLED N. BYRNE LANE.

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, the following street name and location substantially comply with the provisions of the Ordinance:

N. BYRNE LANE- Section 4, T1N, R15E

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said streets and directs the appropriate County departments to incorporate these names uniformly on all maps of Gila County.

PASSED AND ADOPTED this 17th day of April 2012, at Globe, Gila County, Arizona

Attest:

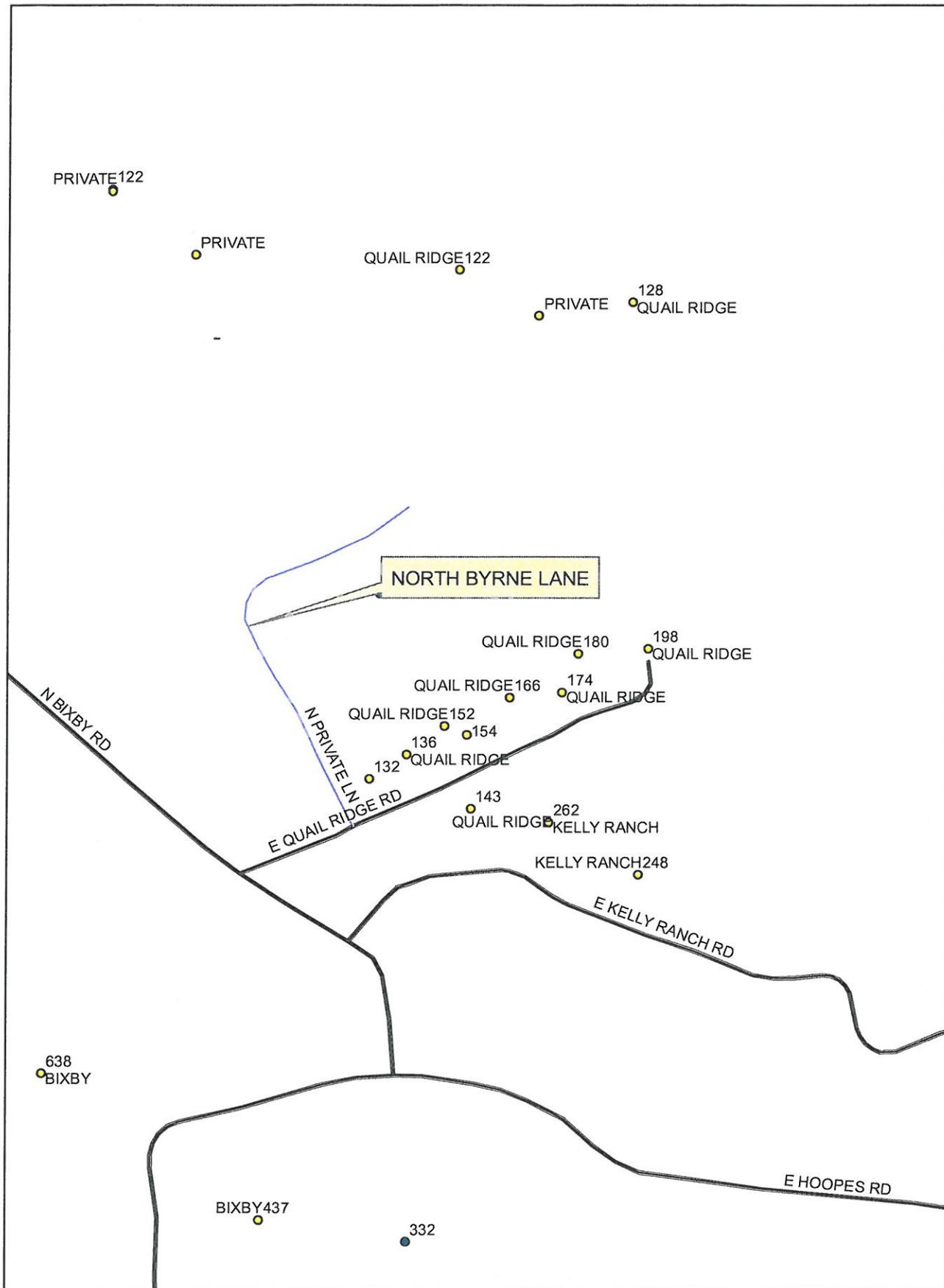
GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney



NORTH BYRNE LANE

PRIVATE 122

PRIVATE

QUAIL RIDGE 122

PRIVATE 128 QUAIL RIDGE

QUAIL RIDGE 180 198 QUAIL RIDGE

QUAIL RIDGE 166 174 QUAIL RIDGE

QUAIL RIDGE 152 136 154

132 QUAIL RIDGE

143 262 QUAIL RIDGE KELLY RANCH

KELLY RANCH 248

N BIXBY RD

N PRIVATE LN

E QUAIL RIDGE RD

E KELLY RANCH RD

638 BIXBY

BIXBY 437

332

E HOOPES RD



Proposed: N. BYRNE LANE

ARF-1179

Consent Agenda Item 5- E

Regular BOS Meeting

Meeting Date: 04/17/2012

Submitted For: Marian Sheppard,
Chief Deputy Clerk, BOS

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

Department: Clerk of the Board of Supervisors

Presenter's Name:

Information

Request/Subject

Gila County Cooperative Extension Advisory Board Updated and Corrected Membership List

Background Information

Passage of the Smith-Lever Act by Congress in 1914 officially established the Cooperative Extension Services. The Act provided states with federal funds to carry out Extension work as agreed upon by the respective land-grant colleges and the federal government. When the Arizona Legislature accepted the provisions of the Smith-Lever Act of 1914, it empowered county governments to appropriate funds to provide additional support to each local county Extension program. It was this cooperative funding from federal, state and county governments that led to the current name, "Cooperative Extension." In 1921 the State Legislature endorsed the organization of County Farm Bureaus to be the official, county-level sponsors for Extension programs. The enactment of Arizona Senate Bill #179 in 1964 repealed the 1921 legislation. This 1964 legislation established County Extension Boards, appointed by the Board of Supervisors, to be the official sponsors of Extension programs offered in each county. House Bill #2125, passed in 1974, amended the 1964 legislation to provide greater latitude in the criteria for appointment of County Extension Board members. This legislation also allows counties greater flexibility in the amount of their financial support of County Extension budgets. A further revision in 1986, Senate Bill #1306, addressed the responsibility of each County Board of Supervisors to provide reasonable office space for Cooperative Extension. In 1991, the Congress established the Extension Indian Reservation Program, which reinstated federal support for extension programs on Indian Reservations. Currently, there are 28 projects on 27 reservations, one of which is on the San Carlos Apache Reservation.

Arizona Revised Statutes Sections 3-124 through 3-126 provides information with regard to the responsibilities of county agricultural extension boards and that of county boards of supervisors.

Evaluation

Throughout the past year, the Gila County Board of Supervisors (BOS) has been receiving updated information on boards, commissions and committees appointed by the BOS. A review has been recently conducted of the Gila County Cooperative Extension Advisory Board.

Conclusion

The membership of the Gila County Cooperative Extension Advisory Board has been reviewed and changes have been made to ensure that each member is represented according to statutory requirements and that the terms of office are also in compliance with state statutes.

Recommendation

It is recommended that the Board of Supervisors accept the updated and corrected membership list for the Gila County Cooperative Extension Advisory Board.

Suggested Motion

Approval to accept the updated and corrected membership list for the Gila County Cooperative Extension Advisory Board.

Attachments

Arizona Revised Statutes for Coop. Ext. Adv. Boards

GC Coop. Ext. Adv. Board Request Letter

Coop. Ext. Advisory Board List-Proposed 4-17-12

ARS TITLE PAGE	NEXT DOCUMENT	PREVIOUS DOCUMENT
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3-124. County agricultural extension board; members; appointment; term; qualifications; office space

A. The board of supervisors of each county shall appoint seven persons, who are residents of the county, to a county agricultural extension board, four of whom have as their principal business the production of agricultural commodities, and the other three of whom shall be representative of organizations or persons who utilize the county agricultural extension services.

B. Each member shall be appointed for a term of two years. Members shall serve without compensation.

C. The board of supervisors of each county shall provide reasonable office space for the conduct of extension work in that county.

ARS TITLE PAGE	NEXT DOCUMENT	PREVIOUS DOCUMENT
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3-125. Plan of extension work; annual report

The director of the agricultural extension service of the university of Arizona shall annually present a plan of extension work in the state for the ensuing year, for the approval of the board of regents. The county agent-in-charge in each county shall annually present to and for the approval of the board of supervisors of the county and the county agricultural extension board a detailed report of extension activities in the county for the preceding fiscal year, including a detailed report of receipts and disbursements, and a plan of extension work in the county for the ensuing year. The financial reports shall be on forms prescribed by the board of regents.

ARS TITLE PAGE	NEXT DOCUMENT	PREVIOUS DOCUMENT
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- 3-126. Annual county agricultural extension budget; tax levy; collection; expenditures
- A. The Arizona board of regents shall have prepared for each county an annual financial budget covering the total cost including the county's share of the cost of the extension work which, if adopted by a majority vote of the respective county agricultural extension board at a regularly called meeting, shall be submitted to the board of supervisors of the county who shall place such amount of such budget as the board of supervisors shall approve on the tax rolls of the county for the ensuing year.
- B. The amount placed on the tax rolls shall be raised by direct taxation.
- C. The taxes, when collected, shall be transmitted by the county treasurer upon warrant drawn by the board of supervisors to the comptroller of the university of Arizona and shall be expended upon claims drawn by the board of regents.
- D. All money raised by taxation by a county shall be expended for the use and benefit of that county.



Gila County

Extension Advisory Board



OFFICERS

Clark Richins
Chair

Lori Brown
Vice Chair

Letha Cline
Secretary

Dave Cook
Treasurer

MEMBERS

Kenny Evans

Jim Oestmann

Vacant

P. O. Box 2844, Payson, AZ 85547 • Phone 928-474-4160 • Fax 928-468-8289

Clark Richins
Gila County Cooperative Extension Advisory Board
PO Box 1364
San Carlos, Arizona 85550-1364
928-970-0672

March 8, 2012

Gila County Board of Supervisors
1400 E Ash Street
Globe, AZ 85501

Dear Gila County Board of Supervisors,

I recommend Fred Jimenez for a 2 year term on the Gila County Cooperative Extension Advisory Board taking the place of Therese Hicks. Gila County Cooperative Extension Board members consider Mr. Jimenez to be a very valuable asset for the board due to his Master Gardener-agricultural knowledge and experience.

The following appointments are requested because these advisory board members were formerly appointed for six year terms but in keeping with Arizona Statue 3-124's two year term requirement, it is requested that terms be amended and/or reappointed retroactively to two year terms as follows:

1/1/11 to 12/31/12: Clark Richins and Kenny Evans

1/1/12 to 12/31/13: Letha Cline, Dave Cook, Jim Oestmann and Lori Brown.

Thank you for your consideration of our request to approve this board position.

Sincerely,

Clark Richins
Gila County Cooperative Extension Advisory Board

GILA COUNTY COOPERATIVE EXTENSION ADVISORY BOARD

(Proposed to BOS on 4/17/12, and if approved the list will be as follows)

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) <u>New Appointment:</u> Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment:</u> Mark with a “C” and include number of years served prior to most recent appointment		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM (# of years) (confirmed every 2 yrs by advisory board)
Clark Richins (Principal Business)	B	C (04/17/12)	8 years	01/01/11-12/31/12	2
Fred Jimenez (Utilizes County Ag. Extension Services)		B (04/17/12)	Therese Hicks	03/07/12-12/31/13	1 year, 9 months
Dave Cook (Principal Business)	B	C (04/17/12)	5 years, 8 months	01/01/12-12/31/13	2
Kenny Evans (Organization Rep.)	B	C (04/17/12)	4 years, 5 months	01/01/11-12/31/12	2
Letha Cline (Principal Business)	B	C (04/17/12)	6 years	01/01/12-12/31/13	2
Jim Oestmann (Utilizes County Ag. Extension Services)	B	C (04/17/12)	2 years, 9 months	01/01/12-12/31/13	2
Lori Brown (Principal Business)	B	A (04/17/12)	-	01/01/12-12/31/13	2

Appointment Designation Definitions:

- A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B) Supervisor Appointment: Member unrestricted by district.
- C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E) Alternate Members: As defined by individual committee criteria.

ARF-1174

Consent Agenda Item 5- F

Regular BOS Meeting

Meeting Date: 04/17/2012

Submitted For: Tommie Martin, Member, Board of Supervisors
Submitted By: Pamela Fisher, Supervisor's Staff Specialist, Board of Supervisors-District 1

Department: Board of Supervisors-District 1

Presenter's Name:

Information

Request/Subject

Reappointment of David Slaughter to the Northern Gila County Range Commission

Background Information

Resolution #81-4-1 dated April 6, 1981, established the Northern Gila County Range Commission (NGCRC) and also sets forth the process for appointing Board members who serve three year terms. According to the Commission's Rules and Regulations, upon expiration of a board member's term, the Commission shall make a recommendation to the Board of Supervisors to fill the vacancy.

Evaluation

David Slaughter's current term on the NGCRC expired March 30, 2012. The remaining commission members have recommended that Mr. Slaughter be reappointed and he has agreed to serve another term.

Conclusion

The Northern Gila County Range Commission has recommended that David Slaughter be reappointed to the Commission for a new three-year term.

Recommendation

It is recommended that the Board of Supervisors reappoint David Slaughter to the Northern Gila County Range Commission for a new three-year term from March 31, 2012, to March 30, 2015.

Suggested Motion

Approval to reappoint David (Smokey) Slaughter to the Northern Gila County Range Commission for a new three-year term beginning March 31, 2012, and ending March 30, 2015.

Attachments

Resolution #81-4-1

Northern Gila County Range Commission Rules

Northern Gila County Range Commission-Proposed for 4-17-12

A RESOLUTION FOR THE CREATION OF THE "NORTHERN GILA COUNTY RANGE COMMISSION".

NO. 81-4-1

WHEREAS: GILA COUNTY BOARD OF SUPERVISORS has entered into an Agreement with the United States Department of Agriculture Forest Service for the issuance of a Special Use Permit to GILA COUNTY for the use of a parcel of Forest Service Property located in Gila County Arizona, particularly described as follows:

G&SRM

T10N, R10E

Section 27-S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$
34-N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$

For the use of:

1. Construct, operate, and maintain a public target range including range facilities for rifle, pistol, shotgun, and archery; and day use recreation facilities.
2. Construct and maintain a trailer space for a resident caretaker/range officer.

All construction to be in accordance with master range map, range development plan and subsequent detailed construction plans.

WHEREAS: GILA COUNTY BOARD OF SUPERVISORS is empowered by Section 11-932 of the Arizona Revised Statutes to enter into agreements with the United States Government for the acquisition of real property within this territorial limits for the use and purpose of a public park, and

WHEREAS: GILA COUNTY BOARD OF SUPERVISORS deems it necessary to establish a commission known as the "NORTHERN GILA COUNTY RANGE COMMISSION", to manage the said parcel of real property acquired from the United States Government.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS: That the GILA COUNTY BOARD OF SUPERVISORS herein establishes the "NORTHERN GILA COUNTY RANGE COMMISSION".

THE SAID COMMISSION shall consist of three members, each to be appointed by the GILA COUNTY BOARD OF SUPERVISORS for a three-year term provided however, that in the initial creation of the SAID COMMISSION there shall be a one-year term, a two-year term and a three-year term. Upon the expiration of each said term, each member appointed to fill the expired term shall be appointed for a full three-year term.

Members of the SAID COMMISSION shall serve without pay. Each such member may receive his actual necessary expenses as occurred in the performance of his duties upon the approval of the GILA COUNTY BOARD OF SUPERVISORS.

THE COMMISSION shall adopt its own rules and regulations to govern the internal operations. Said rules and regulations shall be

approved by the GILA COUNTY BOARD OF SUPERVISORS.

The SAID COMMISSION shall prepare and submit reports and recommendations for the development, maintenance, operation and management of the Northern Gila County Shooting Facilities to the GILA COUNTY BOARD OF SUPERVISORS for their approval.

THE COMMISSION shall adopt such rules and regulations necessary for the operation of the Gila County Shooting Facilities, subject to the prior approval of the GILA COUNTY BOARD OF SUPERVISORS.

BE IT FURTHER RESOLVED: That all acts and duties performed, and all expenditures made by the members of this COMMISSION shall be subject to the approval of the GILA COUNTY BOARD OF SUPERVISORS.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF GILA COUNTY, STATE OF ARIZONA, THIS 6th DAY OF APRIL, 1981.



Alfred B. Trujillo
CHAIRMAN
GILA COUNTY BOARD OF SUPERVISORS

APPROVED AS TO FORM:

Jerry De Rose
JERRY DE ROSE
Deputy County Attorney

no 0006
4:00
c

468486

STATE OF ARIZONA, County of Gila, ss;
I do hereby certify that the within instrument was filed and recorded at request of Gila County Board of Supervisors

Date April 8, 1981 Time 4:00 P. M., Docket 531 Official Records Page s 103 & 104
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

*Return to Gila County Board
of Supervisors*

INDEXED
MICROFILMED

MARY V. DE PAOLI, County Recorder

PAGE:

By *Celia L. Campos* Deputy.

COMPARED

March 31, 1986.

Upon appointment or re-appointment of a new member to the board, the three members shall by ballot, select a new Chairman, Vice-chairman, and select a recording secretary to record the minutes of each meeting and perform such duties and correspondence as the commission shall require.

In order to conduct any commission business at any meeting, at least two (2) members of the appointed commission shall make a quorum.

Upon expiration of a member's term, or if a member should resign during his/her term, the commission shall recommend and submit to the Board of Supervisors, a list of qualified personnel to fill the vacancy on the commission.

Any commission member may at his/her discretion, submit a minority report to the Board of Supervisors explaining his/her position on any subject brought before the commission on which he/she may disagree with the majority.

The Tonto Rim Sports Club shall prepare and submit a working agreement to the commission for the operation of the shooting facility.

Furthermore, the Tonto Rim Sports Club shall be responsible for the safe operation, maintenance, and construction of the shooting facility.

Detailed plans and profiles for each phase of construction shall be submitted to the commission for approval. The commission, upon approval, will then submit these plans to the U.S. Forest Service requesting their approval and/or recommendations.

All construction and/or improvements shall be in strict compliance with the master plan as submitted and approved in the original lease agreement between the U.S. Forest Service and Gila County.

The commission shall act as the official spokesman between the Tonto Rim Sports Club and the U.S. Forest Service. No official business shall be conducted between the U.S. Forest Service and the Tonto Rim Sports Club without the approval of the commission.

The Tonto Rim Sports Club shall establish range rules and regulations for the safe and efficient operation of the shooting facility. Safety rules and regulations shall be posted in a conspicuous place at all times when the range is in use.

James W. Jones
Gila County Supervisor
District One

NORTHERN GILA COUNTY RANGE COMMISSION

(Proposed to the BOS on 4-17-12, and if approved the list will be as follows)

NAME OF MEMBER	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT <u>New Appointment:</u> Choose “A” or “B” A -for existing vacancy or B -to fill a vacancy created by (provide name) or <u>Reappointment:</u> Mark with a “C” and include number of years served		DATES OF TERM	LENGTH OF TERM (# of years)
Forrest Switzer	D	C (11/15/11)	12 years (initially appointed on 12/14/99)	01/01/12-12/31/14	3
David (Smokey) Slaughter	D	A (04/17/12)	3 years	03/31/12-03/30/15	3
Otto Wheeten	D	B (11/15/11)	Records were lost as to the initial appointment, but Mr. Wheeten filled a vacancy created by the resignation of Glen Farnham.	(month and day is unknown)/2010-12/31/13	3

Appointment Designation Definitions:

A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appoint.

B) Supervisor Appointment: Member unrestricted by district.

C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E) Alternate Members: As defined by individual committee criteria.

ARF-1181

Consent Agenda Item 5- G

Regular BOS Meeting

Meeting Date: 04/17/2012

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

Department: Clerk of the Board of Supervisors

Presenter's Name:

Information

Request/Subject

GC Rodeo Committee Special Event Liquor License Application for May 12-13, 2012.

Background Information

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

Evaluation

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

Conclusion

This civic organization has properly completed the application and if the Board of Supervisors approves the application, the Gila County Rodeo Committee will have used 2 days of the allowable 10 days to serve liquor at a special event in 2012.

Recommendation

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

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Gila County Rodeo Committee to serve liquor at the Gila County Copper Dust Stampede Rodeo on May 12-13, 2012,

Attachments

GC Rodeo Committee Special Event Liquor License App

Red
3-26-12

State of Arizona Department of Liquor Licenses and Control
800 W. Washington, 5th Floor
Phoenix, AZ 85007
www.azliquor.gov
(602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

DLLC USE ONLY
LICENSE #

1. Name of Organization: Gila County Rodeo Committee

2. Non-Profit/I.R.S. Tax Exempt Number: 61 - 1658683

3. The organization is a: (check one box only)
 Charitable Fraternal (must have regular membership and in existence for over 5 years)
 Civic Political Party, Ballot Measure, or Campaign Committee
 Religious

4. What is the purpose of this event? To have a two day Rodeo "Copper Dust Stampede Rodeo".

5. Location of the event: Rodeo Arena at the Gila County Fairgrounds Globe Gila 85502
Address of physical location (Not P.O. Box) City County Zip

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

6. Applicant: Brewer Charles Olen 9/13/1947
Last First Middle Date of Birth

7. Applicant's Mailing Address: P.O. Box 804 Globe Arizona 85502
Street City State Zip

8. Phone Numbers: (928) 425-5924 (928) 200-1237 (928) 200-1237
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>May 12, 2012</u>	<u>Saturday</u>	<u>12:00 A.M.</u>	<u>12:00 P.M.</u>
Day 2:	<u>May 13, 2012</u>	<u>Sunday</u>	<u>12:00 A.M.</u>	<u>6:00 P.M.</u>
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

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

11. This organization has been issued a special event license for 2 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Gila County Rodeo Committee 100%
Percentage

Address P.O. Box 1538 Globe, Arizona 85502

Name _____ Percentage

Address _____
(Attach additional sheet if necessary)

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

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

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

1 # Police Fencing
4 # Security personnel Barriers

1 County Sheriff, 3 Deputy Sheriff's and 1 Staff Member

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

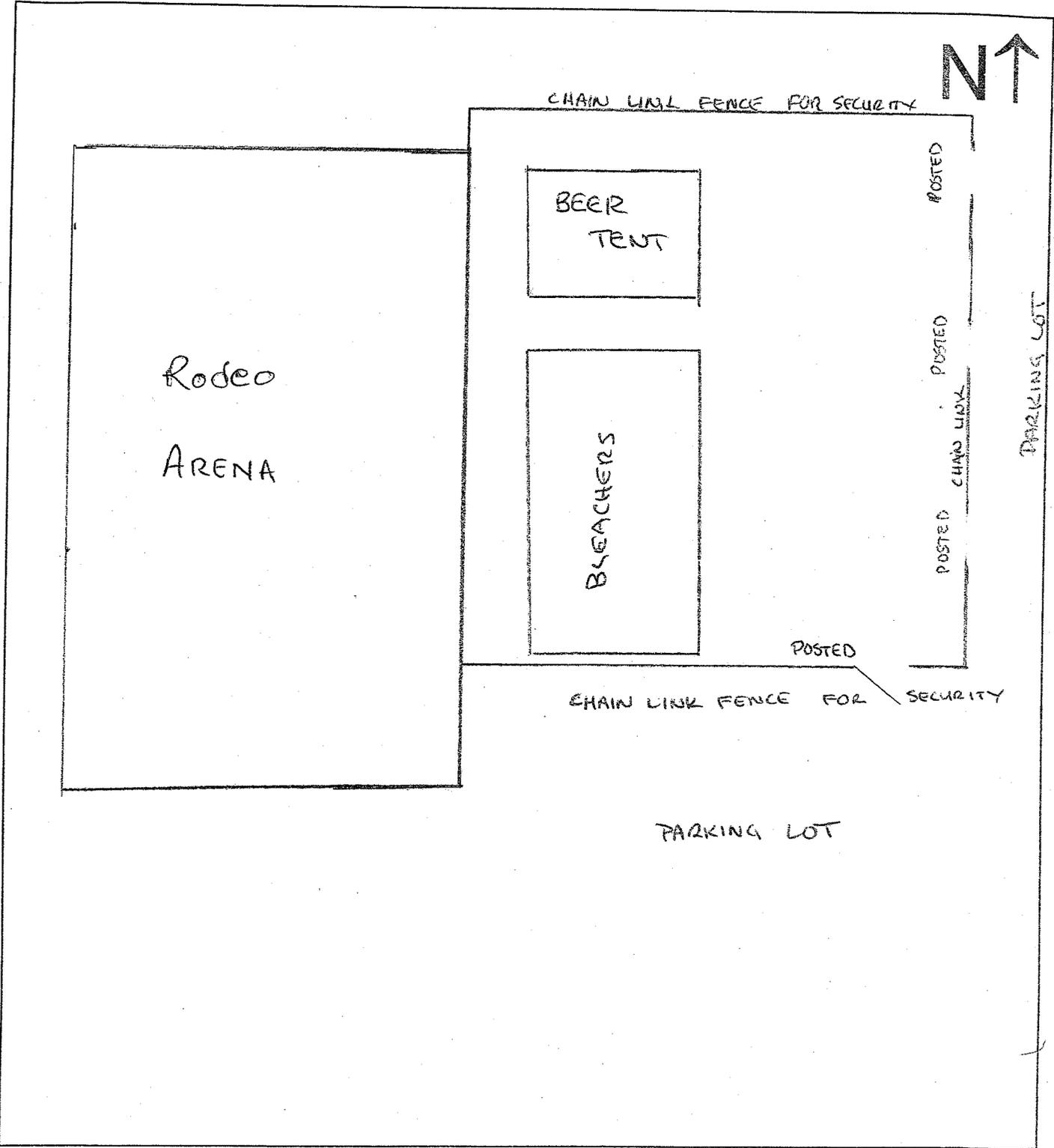
(ATTACH COPY OF AGREEMENT)

Name of Business () _____
Phone Number

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

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

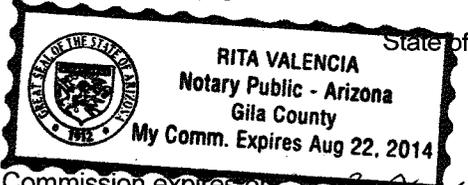
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



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

18. I, Charles O Brewer declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Charles O Brewer President 3-26-12 (928) 200-1237
 (Signature) (Title/Position) (Date) (Phone #)



State of Gila County of Arizona
 The foregoing instrument was acknowledged before me this 26 Day March Month 2012 Year

My Commission expires on: 3-26-12 (Date)

Rita Valencia
 (Signature of NOTARY PUBLIC)

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

19. I, Charles O Brewer declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Charles O Brewer State of Arizona County of Gila
 (Signature) The foregoing instrument was acknowledged before me this 26 Day March Month 2012 Year



Rita Valencia
 (Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____

 (Title) (Date)

ARF-1197

5- H

Regular BOS Meeting

Meeting Date: 04/17/2012

Reporting Period: March 27, 2012, and April 3, 2012, BOS Meeting Minutes

Submitted For: Marilyn Brewer, Deputy Clerk, BOS

Submitted By: Marilyn Brewer, Deputy Clerk, BOS, Clerk of the Board of Supervisors

Information

Subject

March 27, 2012, and April 3, 2012, BOS Meeting Minutes

Suggested Motion

Approval of the March 27, 2012, and the April 3, 2012, BOS meeting minutes.

Attachments

[BOS 03-27-12 Meeting Minutes](#)

[BOS 04-03-12 Meeting Minutes](#)

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

Date: March 27, 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); 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

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. Shirley Dawson led the Pledge of Allegiance.

2. Presentation/Discussion regarding an update on transportation in Gila County by Public Works.

Steve Stratton, Public Works Division Director, presented the Board with a paper copy of a Power Point presentation he provided entitled Gila County Transportation Update. Mr. Stratton called on Steve Sanders, Public Works Division Deputy Director, to present information on projects to include the project description, funding source, status and upcoming milestones. The following projects were reviewed: Tonto Creek bridge design, Pine Creek Canyon road improvement, double chip seal of Forest Road 423, and double chip seal of Forest Road 55. He then reviewed transportation improvement projects, as follows: Six Shooter Canyon sidewalks, Main/Street Central Heights sidewalks, Pine/Strawberry pedestrian rest shelters, Houston Mesa bridges at 2nd and 3rd crossing and low water crossing on Control Road at Tonto Village, and Control Road bridges. Mr. Sanders provided a brief overview and status of the control road bridges as of March 10, 2012. Next, Mr. Stratton reviewed estimated transportation excise tax (also known as the half-cent sales tax) projects, which were separated into chip seal and pavement maintenance projects; and reconstruction/realignment projects. He then reviewed various spreadsheets for vehicle license tax revenues, highway user

revenue funds and transportation excise tax revenues. He reviewed actual revenues from July 2011 through February 2012 compared to estimated projections for 2012. Overall it is projected that revenues for the vehicle license tax will decrease 10%, highway user revenue funds will decrease 12%, and transportation excise tax will decrease 3%. At the conclusion of the presentation Mr. Stratton reviewed the Highway 60 Silver King/Superior Street project being conducted by the Arizona Department of Transportation. Throughout the presentation, Mr. Sanders and Mr. Stratton entertained questions from Board members. Supervisor Pastor voiced his appreciation for this report, which was echoed by Chairman Martin and Vice-Chairman Dawson. No action was taken by the Board. Note: A copy of Mr. Stratton's presentation which contains more detailed information was attached to this agenda item after the meeting.

3. Presentation/Discussion regarding the Election Security draft policy.

Linda Eastlick, Elections Director, pointed out that election security is a reoccurring topic discussed in the media. That fact, along with the importance of ensuring transparency of the election process and to ensure voters are provided the utmost security in ballot preparation, mailing, transport, and tabulation, a policy on election security has been drafted for the Board's review and consideration for adoption in the future. Before Ms. Eastlick had an opportunity to provide some highlights of the policy, Vice-Chairman Dawson requested to make a few comments as she had to leave the meeting shortly thereafter. In summary, Vice-Chairman Dawson shared some personal experiences as a candidate in past elections, which she believed were handled in an unethical manner. Even though she is not seeking re-election, Vice-Chairman Dawson assured everyone present that she would keep a close watch on the election process in the future. She stated, "I want this election to be fair and don't want any candidate to go through what I went through and my supporters went through." Chairman Martin then shared a personal experience with regard to people trying to obtain signatures just outside of the required 75 foot limit of voting locations during an election. Sadie Dalton, Gila County Recorder, refuted Vice-Chairman Dawson's comment about a "party" going on in her office during a recent election and she clarified that a group of people were gathered in her office waiting for the election results; however, it was not a party. At 11:38 a.m. Vice-Chairman Dawson left the meeting. Supervisor Pastor suggested that the next step would be for the Board to review the draft Election Security policy. For the record, the draft policy presented by Ms. Eastlick addressed roles and responsibilities of both the Elections Department and the Recorder's Office; however, prior to the meeting Ms. Dalton also provided the Board and management with a draft Election Security policy she wrote specifically for the Recorder's Office. John Nelson, Deputy County Manager/Clerk, advised that the intent was to get the policies to the Board for its review and also to obtain input from the public, political parties and the press. He advised that the proposed policies would be made available

to the public as well as being placed on the County's website. Chairman Martin inquired whether there should be a period of 30 or 60 days allowed for public comment. Ms. Eastlick advised that she would revise her policy so that it was Election Department specific and that she would review it with each Board member prior to placing it on the County's website for the public's review to which the Board agreed. She requested a time frame of 3 weeks to revise the draft policy. Ms. Dalton advised that time schedule would allow her time to finalize her draft policy. Supervisor Pastor inquired of Ms. Dalton if the Board had possession of her completed draft policy to which Ms. Dalton replied that she needed to add a couple more pages. No action was taken by the Board.

At this time Chairman Martin asked Supervisor Pastor and staff if a break was needed. Don McDaniel, County Manager, advised that he was ready to address the following agenda item; however, he was agreeable to taking a break if the Board so desired. At this time Mr. McDaniel proceeded to address agenda item 4 and the agenda item was not read aloud by Chairman Martin.

4. Presentation/Discussion regarding Countywide Policy Manual format, table of contents, previously approved policies, recently approved policies and policies currently being drafted by staff.

Mr. McDaniel advised that a continuing effort is being made to provide the Board with information pertaining to policies and other issues at an earlier time in the process than when such information was presented to the Board in the past. He advised that a committee comprised of himself; Joe Heatherly, Finance Director; Berthan DeNero, Human Resources Director; Linda Rodriguez, Administrative Manager; and Marian Sheppard, Chief Deputy Clerk of the Board, is working on creating a Countywide policy manual. The process includes reviewing existing policies for any needed changes, prioritizing and writing new policies, and establishing a table of contents. The table of contents not only includes those Countywide policies to be adopted by the Board of Supervisors, but other elected offices. Mr. McDaniel reviewed the table of contents for those policies under the Board of Supervisors. He pointed out existing policies, and newly developed policies that would be presented to the Board for possible adoption in the near future. New policies include a policy pertaining to boards, commissions and committees of the Board of Supervisors, and a policy regarding travel and travel-related reimbursement, which includes pre-approval for travel. He also mentioned that the existing policy pertaining to conflicts of interest is being revised. Mr. McDaniel further advised that the Finance Director is working on a policy pertaining to the transferring of funds; however, that policy will be presented in more detail to the Board at a later date. He added that he provided the Board with the table of contents to show which policies would first be addressed; however, he noted that the Board may want to place its own priority rating on policies other than those being worked on at present. Supervisor Pastor commented that when he initially took office

as a Supervisor, he requested to see Countywide policies. It was found that some departments and elected offices had policies in place; however, there was no one set book or resource to locate all Countywide policies. Chairman Martin thanked Mr. McDaniel for leading this effort. 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 11:46 a.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

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

Date: April 3, 2012

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/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. Janice Cook led the Pledge of Allegiance and Reverend Bill Norton of the First Presbyterian Church in Globe delivered the invocation.

Item 2 – PUBLIC HEARINGS:

2A. Public Hearing - Information/Discussion/Action to adopt Resolution No. 12-03-02 authorizing the Gila County Housing Authority to submit its Annual Plan for Fiscal Year 2012 to the U.S. Department of Housing and Urban Development. (Malissa Buzan)

Malissa Buzan, Housing Services Program Manager, requested approval of the annual plan of the Section 8 Housing Choice Voucher Program in which Gila County is the public housing authority. This annual plan is part of the County's 5-year plan and it is updated every year. It also updates the advisory board members and also the public. Chairman Martin opened the public hearing for comments by the public; none were received. She closed the public hearing and entertained a motion. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously adopted Resolution No. 12-03-02 authorizing the Gila County Housing Authority to submit its Annual Plan for Fiscal Year 2012 to the U.S. Department of Housing and Urban Development. **(A copy of the Resolution is permanently on file**

in the Board of Supervisors' Office.)

2B. Public Hearing - Information/Discussion/Action to approve Order No. LL-12-01, an application submitted by Alexander MacLean for a person transfer and location transfer of a Series 7 beer and wine bar license for The Flying Grizzly located in Strawberry.

Marian Sheppard, Chief Deputy Clerk, stated that this is a liquor license application for a person transfer and a location transfer for a beer and wine bar license for The Flying Grizzly located in Strawberry. The County's process consists of an internal review by the Health Department for health permitting issues and also an internal review by the Planning and Zoning Department for building permit issues. Both departments recommended approval as well as Ms. Sheppard. Chairman Martin opened the public hearing for comments from the public; none were received. She closed the public hearing and entertained a motion. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved Order No. LL-12-01, an application submitted by Alexander MacLean for a person transfer and location transfer of a Series 7 beer and wine bar license for The Flying Grizzly located in Strawberry.

2C. Public Hearing - Information/Discussion/Action to approve Order No. LL-12-02, an application submitted by Tamara Morken for a new Series 3 domestic microbrewery license for THAT Brewery located in Pine.

Ms. Sheppard stated that this is an application for a new license for a microbrewery to be located in Pine and the applicant is Tamara Morken. An internal review has been conducted and the Health Department and the Planning and Zoning Department had no issues and recommended approval, as did Ms. Sheppard. Chairman Martin advised that Ms. Morken was present in Payson in case there were any questions. Chairman Martin opened the public hearing and called for comments from the public; none were received. She closed the public hearing and entertained a motion. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved Order No. LL-12-02, an application submitted by Tamara Morken for a new Series 3 domestic microbrewery license for THAT Brewery located in Pine.

Item 3 – REGULAR AGENDA ITEMS:

3A. Information/Discussion/Action to adopt Proclamation No. 12-02 to proclaim April 2012 as National County Government Month in Gila County and to encourage all Gila County officials, employees, schools and residents to participate in related activities throughout the month.

Vice-Chairman Dawson stated that over the past few years the County has celebrated National County Government Month, which started out as just a

week and last year became a month long activity nationally to help people understand the role of county government. This year's theme is "Healthy Counties, Healthy Families" and Gila County has a calendar full of activities planned. She reviewed the activities to be held during the month. Vice-Chairman Dawson then read aloud the Proclamation. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Proclamation No. 12-02 to proclaim April 2012 as National County Government Month in Gila County and to encourage all Gila County officials, employees, schools and residents to participate in related activities throughout the month. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office.)**

3B. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Board of Deposit.)

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 011312-1 for primary banking service for the Gila County Treasurer. **(Debra Savage) (Motion to adjourn as the Gila County Board of Deposit and reconvene as the Gila County Board of Supervisors)**

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board adjourned as the Gila County Board of Supervisors and convened as the Gila County Board of Deposit.

Martha Gonzales, Deputy Treasurer, requested that the Board authorize the advertisement for primary banking services, which is done every 3 years. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously authorized the advertisement of Request for Proposals No. 011312-1 for primary banking service for the Gila County Treasurer.

Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board adjourned as the Gila County Board of Deposit and reconvened as the Gila County Board of Supervisors.

3C. Information/Discussion/Action to approve Agreement No. 152-12 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Department, allocating funds in the amount of \$120,218, which will be used to help residents who meet program qualifications with housing rehabilitation for the period effective upon execution by the Arizona Department of Housing through March 30, 2014.

Ms. Buzan requested approval of this Agreement with the Arizona Department of Housing, which will be in effect through March 30, 2014. Supervisor Pastor inquired if the state has given any indication of sweeping these funds in the future. Ms. Buzan stated that the Department of Housing issues alerts about the possibility of Community Development Block Grant funds being cut and she has requested that they not be cut back any further than the 2007-2008

funding, so that the County can maintain its program and show significant outcomes from the money that it does spend. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved Agreement No. 152-12 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Department, allocating funds in the amount of \$120,218, which will be used to help residents who meet program qualifications with housing rehabilitation for the period effective upon execution by the Arizona Department of Housing through March 30, 2014.

3D. Information/Discussion/Action to review all bids submitted for Request for Bids No. 111311-1 for the Pine Creek Canyon Road Reconstruction Project; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.

Steve Stratton, Public Works Division Director, stated that this is a project that the County has been trying to get going for many years, but has run into a multitude of problems including right-of-way and utility issues. He advised that 3 bids were received and the low bid was from Carson Construction Company, Inc. in the amount of \$1,443,880.21. This price included the Pine-Strawberry Water Improvement District's (PSWID) pipe line, which was over budget. A value engineering study was done and Carson Construction Company was able to drop the water line cost by \$60,000 by using different materials and different techniques without changing the scope of the work. Therefore, the \$1,443,880.21 minus the water-line cost adjustment of \$60,000 brings the total contract amount to \$1,383,880.21. Mr. Stratton advised that the County will recover its money from the PSWID for the water line. The cost of the road portion of the project is \$1,160,289.68, which will be paid for out of the excise tax dedicated to transportation. Mr. Stratton further advised that the County has an Intergovernmental Agreement in place with the PSWID and upon approval of this project by the Board, the County will send them an invoice for the cost with payment to be received within 30 days. The project, if approved by the Board, is slated to begin on April 23rd and be completed in October. Supervisor Pastor inquired if this was the project where a constituent was concerned about a tree on her right-of-way. Mr. Stratton replied that there have been several citizen concerns on this project and they have tried to mitigate them by working with the residents with a reasonable solution and so far they have been successful. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board reviewed all bids submitted for Request for Bids No. 111311-1 for the Pine Creek Canyon Road Reconstruction Project; awarded a contract to Carson Construction Company, Inc. in the amount of \$1,383,880.21; and authorized the Chairman's signature on the award contract.

3E. Information/Discussion/Action to approve a Grant Agreement between the Arizona Department of Transportation (Grant 5316

Agreement No. JPA 12-056) and Gila County d/b/a Gila Employment and Special Training (GEST) in the total amount of \$68,000 with a GEST match requirement of \$25,600 for one dual cab long bed pickup truck, and operating reimbursement for staff salary and employment related expenses up to \$20,000 per year through the end of the Agreement, which expires in 2016, for the continued provision of employment transportation needs to GEST clients.

David Caddell, GEST Program Manager, stated that this contract was awarded to Gila County as a result of the submission of a grant application in April 2011, after being reviewed by the state and by the Federal Department of Transportation. These grant funds will be used for the purchase of a vehicle and the reimbursement for the staff's salary. He requested the Board's approval to accept the grant and advised that the matching requirement will be paid for from GEST funds, not the General Fund. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved a Grant Agreement between the Arizona Department of Transportation (Grant 5316 Agreement No. JPA 12-056) and Gila County d/b/a Gila Employment and Special Training (GEST) in the total amount of \$68,000 with a GEST match requirement of \$25,600 for one dual cab long bed pickup truck, and operating reimbursement for staff salary and employment related expenses up to \$20,000 per year through the end of the Agreement, which expires in 2016, for the continued provision of employment transportation needs to GEST clients.

3F. Information/Discussion/Action to authorize the Gila County Attorney's Office to sign on behalf of the County the Stipulated Judgment in Town of Star Valley v. Payson Water Co., CV 2011-00438. Pursuant to A.R.S. § 38-431.03(A)(3) the Board may vote to go into executive session to receive legal advice from its attorney. Pursuant to A.R.S. § 38-431.03(A)(4) the Board may vote to go into executive session in order to consider its position and instruct its attorneys regarding the Board's position in settlement discussion to resolve the lawsuit.

Bryan Chambers, Chief Deputy County Attorney, stated that the Town of Star Valley brought a condemnation action to use its power of eminent domain to acquire the Payson Water Company or at least the portions of the Payson Water Company that exist within the boundaries of Star Valley. The Town of Star Valley wants to begin the process to take over the water company and be responsible for water in the Town of Star Valley. The Town of Star Valley brought the action against the Payson Water Company and they now have an agreement with the Payson Water Company that settles on the amount that they will have to pay the Payson Water Company in exchange for the water system in Star Valley. He stated that the County happens to be a party to this because the County has an interest in the property taxes that are currently paid by the Payson Water Company, which are currently paid to date; however, when the property is in escrow, an estimate is made of the current year's taxes because the party that currently owns the property is responsible for the taxes

that would have accrued during that time period. Mr. Chambers stated that is especially significant because once the Town of Star Valley acquires the property it is a municipal corporation under state law, so it won't be paying anymore taxes. He advised that this Stipulated Judgment would take the property taxes set last year and pro-rate them with the assumption that this year's taxes will be the same as last year's, which may or may not be the case. The assumption is that they will be fairly close and then the taxes are pro-rated through May 1, 2012. The Stipulated Judgment would ensure that the County gets approximately \$3,000 in property taxes for the first third of this year through May 1, 2012, the date that the property is intended to be transferred. Vice-Chairman Dawson stated that she believes it is interesting to note how Star Valley has been able to come to a position of being able to resolve the problem that actually created the Town of Star Valley, which began with a squabble over water. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously authorized the Gila County Attorney's Office to sign on behalf of the County the Stipulated Judgment in *Town of Star Valley v. Payson Water Co.*, CV 2011-00438.

3G. Information/Discussion/Action to approve this request from the Gila County Cattle Growers Association (GCCGA) for an economic development grant not to exceed \$4,000 and to allow the GCCGA to purchase 2,000 feet of obsolete, used highway guardrail for \$2.00 per lineal foot. Further, that the Board of Supervisors direct County staff to draft a Memorandum of Understanding between Gila County and the Gila County Cattle Growers Association to provide for the grant and allow the purchase of the guardrail and place the MOU on the next available Board Agenda for approval.

Don McDaniel, County Manager, advised that the staff's recommendation on this item has changed. It is recommended that the Board only approve the economic development grant at this time. He advised that the matter regarding the guardrail would come before the Board at a later date to consider the possibility of conducting an auction for the sale of the guardrail. He stated that this is consistent with the actions of the Board in the past with regard to economic development for the GCCCA where the Board has shown its support of the GCCCA, especially with regard to their impact on the economy of Gila County. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved the request from the Gila County Cattle Growers Association for an economic development grant not to exceed \$4,000 because the Board of Supervisors has determined that the cattle industry is an important segment of a healthy economy in the state of Arizona and the GCCGA is responsible for creating and maintaining the industry as viable and successful in Gila County.

Item 4 – CONSENT AGENDA ACTION ITEMS:

4A. Approval of Amendment No. 6 to an Intergovernmental Agreement (Contract No. DE111006001) between the Arizona Department of Economic Security and Gila County Board of Supervisors decreasing the contract amount from \$5,862,242 to \$5,847,242, a total decrease of \$15,000.

4B. Approval to accept the change of Gila/Pinal Workforce Investment Area Equal Opportunity Officer from Barbara Valencia to Christina Throop.

4C. Approval of a Data Sharing Agreement between the Arizona Department of Economic Security, Rehabilitation Services and Gila County, d/b/a Gila Employment and Special Training for Contract No. DE126000-001 (Disability Related Employment Services) which will expire June 30, 2014.

4D. Approval of a Data Sharing Agreement between the Arizona Department of Economic Security, Rehabilitation Services and Gila County, d/b/a Gila Employment and Special Training for Extended Supported Employment Contract No. DE126007-015, which expires June 30, 2016.

4E. Approval of Amendment No. 7 to Contract No. C037-09-02 between the Governor's Office of Energy Policy and the Gila County Division of Community Services, Weatherization Program, amending the Term of Contract through August 31, 2012, effective upon signature by both parties.

4F. Approval of the Chairman's signature on the Memorandum of Understanding (MOU) between the Gila County Division of Health and Emergency Services, the Gila County Board of Supervisors and Cenpatico Behavioral Health of Arizona, LLC for a period of one year (from the date of the last signature on the MOU) to provide a coordinated response to the behavioral health needs of persons impacted by disaster.

4G. Approval of the appointments of the following precinct committeemen as submitted by the Gila County Republican Committee: Star Valley Precinct - Kenneth Seeman; and Tonto Basin Precinct - Rosanne Marie Mitchell-Gilver.

4H. Approval of a Special Event Liquor License Application submitted by the Humane Society of Central Arizona to serve liquor at a fund-raiser event to be held on June 2, 2012.

4I. Approval of the February 2012 monthly departmental activity report submitted by the Payson Regional Justice.

4J. Approval of the February 2012 monthly departmental activity report submitted by the Clerk of the Superior Court.

4K. Approval of the March 20, 2012, BOS meeting minutes.

4L. Acknowledgment of the Human Resources weekly reports for all personnel action items approved by the County Manager for the month of March 2012, as follows: March 6, 2012, March 13, 2012, March 20, 2012, and March 27, 2012.

March 6, 2012:

Hires to County Service:

1. Stephanie Chaidez – From Public Fiduciary – To Health and Emergency Services – From Administrative Clerk Temporary – To Administrative Clerk – 03/01/12 – From General Fund – To WIC Fund

Position Review:

2. Debra Gildersleeve – Probation – Probation Aide – 02/13/12 – General Fund – Change in funding request.

Request Permission to Post:

3. Board of Supervisors – Temporary Laborer – Position vacated by Manuel Rodriguez

SHERIFF'S PERSONNEL ACTION ITEMS

Departures from County Service:

4. J. Adam Shepherd – Sheriff's Office – Undersheriff – 02/29/12 – General Fund – DOH 09/01/84 – Retired

Hires to County Service:

5. David Luhm – Sheriff's Office – IT Administration Support Tech. Part Time – 03/12/12 – General Fund – Replacing Val Zufelt

March 13, 2012:

Departures from County Service:

1. Erwin Diaz – Probation – Deputy Probation Officer 2 – 03/23/12 – Juvenile Intensive Probation Supervision Code – DOH 08/25/08 – Resigned
2. Denise Hansen – Health and Emergency Services – Administrative Clerk Senior – 03/09/12 – General Fund - DOH 06/17/09 - Resigned
3. Manuel Rodriguez – Board of Supervisors – Temporary Laborer – 02/17/12 – District II Constituents Fund – DOH 11/14/11 – Temporary status ended
4. Lana Dever – County Attorney – Legal Secretary Senior – 03/16/12 – General Fund – DOH 03/11/03 – Retired
5. Gary Tamietti – Public Works Survey – Engineering Technician Sr. – 06/30/12 – Public Works Fund – DOH 08/02/99 - Retired

Hires to County Service:

6. Nicholas Buzan – County Attorney – Deputy County Attorney (under filled) – 03/26/12 – Cost of Prosecution Reimbursement Fund – Replacing Carolyn

Borcherding

7. Samantha Dickison – Health and Emergency Services – Animal Control Worker – 03/19/12 – Rabies Control Fund – Replacing Amber Martinez
8. Travis Shields – County Attorney – Deputy County Attorney (under fill Law Clerk) – 03/15/12 – General Fund – Replacing Elizabeth Maupin
9. Brian Hudson – Health and Emergency Services – Animal Control Hearing Officer – 03/15/12 – Rabies Control Fund – Replacing Marquis Clark

Departmental Transfers:

10. Cyndi Castaneda – County Attorney – From Child Support Case Manager – To Child Support Lead – 04/02/12 - General Fund

End Probationary Period:

11. John Digman – Public Works Consolidated Roads – Road Maintenance/Equipment Operator – 03/12/12 – Public Works Fund
12. Howard Gallion – Public Works Fairgrounds – Building and Grounds Maintenance Worker – 03/26/12 – General Fund
13. John Geer – Public Works Consolidated Roads – Road Maintenance/Equipment Operator – 03/12/12 – Public Works Fund
14. R. Brent Henry – Public Works Fairgrounds – Building and Grounds Maintenance Worker – 03/19/12 – General Fund
15. Jerry Moore – Public Works Consolidated Roads – Road Maintenance/Equipment Operator – 03/26/12 – Public Works Fund
16. Steven Seaman – Public Works Consolidated Roads – Road Maintenance/Equipment Operator – 03/12/12 – Public Works Fund

Position Review:

17. Kyle Mann – County Attorney – From a Full-Time Position Control Number – To a Part-Time Position Control Number - Deputy County Attorney Senior Part-Time (under filled) - 03/12/12 - General Fund

Request Permission to Post:

18. Public Works Recycling and Landfill Management – Solid Waste Services Worker – Position Vacated by Vernon Davis
19. Recorder – Recorder Clerk Sr. – Position Vacated by Yvonne House
20. Constable – Clerk of the Constable – Position Vacated by Yvonne House

SHERIFF'S PERSONNEL ACTION ITEMS

Departures from County Service:

21. Doreen Spychala – Sheriff's Office – Deputy Sheriff Sgt. – 01/29/12 – General Fund – DOH 08/27/01 – Retired
22. James Tucker – Sheriff's Office – Detention Officer – 03/08/12 – General Fund – DOH 02/04/08 – Resigned

Hires to County Service:

23. Walter Wiley – Sheriff's Office – Detention Officer – 03/26/12 – General Fund – Replacing Casper Taki

March 20, 2012:

Departures from County Service:

1. Julie Anderson - Recorder-Voter Outreach Assistant - 03/05/12 - General Fund - DOH 10/24/11 Resigned
2. Lynn O'Leary - Probation-Juvenile Detention Officer - 02/21/12 - General

Fund - DOH 07/01/02 Resigned

Hires to County Service:

3. James Hinton - Health and Emergency Services - Animal Control Hearing Officer - 03/12/12 - Rabies Control Fund
4. Valerie Hereford - Health and Emergency Services - Administrative Clerk Senior - 03/22/12 - Health Services Fund - Replacing Sharon Caridi
5. Carol Tanner - Health and Emergency Services - Administrative Clerk Senior - 03/22/12 - Immunization Fund - Replacing Brenda Kell

End Probationary Period:

6. Gloria Aguirre - Public Works - Accountant Senior - 03/12/12 - Public Works Fund

Position Review:

7. Christine Lopez - Community Services - Administrative Clerk Specialist - 03/12/12 - Changes in fund codes

Request Permission to Post:

8. Globe Regional Justice Court - Justice Court Clerk Associate - Position vacated by Ruben Mancha

SHERIFF'S PERSONNEL ACTION ITEMS

Departures from County Service:

9. Ray Van Buskirk - Sheriff's Office - Task Force Agent - 03/19/12/ - Drug Gang Violent Crime Control Fund - DOH 12/11/06 - Resigned
10. Christina Voakes - Sheriff's Office - 911 Dispatcher - 03/12/12 - General Fund - Declined employment offer

March 27, 2012:

Departures from County Service:

1. Patricia Balderree - Probation - Juvenile Detention Officer - 03/25/12 - General Fund - DOH 01/31/11 - Resigned
2. Elacio Martinez - Probation - Juvenile Detention Officer - 03/21/12 - General Fund - DOH 10/24/11 - Resigned

Hires to County Service:

3. Velma Estrada - County Attorney - Administrative Clerk - 03/29/12 - General Fund - Replacing Kari Pratt
4. Kendall Horta - Juvenile Detention - Juvenile Detention Officer - 03/29/12 - General Fund - Replacing JoAnn Perea
5. Jessica Madrid - Probation - Public Health Nurse - 03/29/12 - General Fund
6. Barbra White - Health & Emergency Services - Community Health Assistant - 03/29/12 - 4% Commodity Supplement Food Program Fund - 96% WIC Fund - Replacing Sylvia Castillo

Temporary Hires to County Service:

7. Breelyn Cano - Public Works Facilities and Land Management - Temporary Custodian - 03/29/12 - Facilities Management Fund

Position Review:

8. Robert Hernandez - Board of Supervisors - Temporary Laborer - 04/20/12 - District II Constituents Fund - Extend temporary employment for one month

Request Permission to Post:

9. Community Services – Community Services Worker
10. Public Fiduciary – Fiduciary Services Specialist 1 – Vacated by Kimberly Aguilar
11. County Attorney – Victim Witness Advocate – Vacated by Lizabeth Fetterman

4M. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 3, 2012, to March 9, 2012; and March 10, 2012, to March 16, 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 March 27, 2012, and April 3, 2012.

March 27, 2012

\$461,974.56 was disbursed for County expenses by check numbers 244442 through 244618.

April 3, 2012

\$1,814,180.61 was disbursed for County expenses by check numbers 244619 through 244767. **(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 action items 4A through 4N.

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.

There were no requests to speak from the public.

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 11:02 a.m.

APPROVED:

Tommie C. Martin, Chairman

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ARF-1183

5- I

Regular BOS Meeting

Meeting Date: 04/17/2012

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 3-23-12 and 3-30-12

Submitted For: Joseph Heatherly

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

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 3-23-12 and 3-30-12

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of March 17 to March 23, 2012, and March 24 to March 30, 2012.

Attachments

County Manager Approved Countracts Under \$50K for Week End 3-23-12 & 3-30-12
S&M Communications Agreement 101311
Interstate Copy Shop Agreement
Rim Country Arizonans for Children MOU
Hunter & Hunter Agreement 030512
Payson Fence & Supply Agreement 031412
Noble Building Agreement 031212
INGEO, Inc. Memorandum of Understanding
Sentinel Technologies Agreement
Payson First Assembly of God Lease Amend #1
S&M Communications Agreement 022212

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

March 17, 2012, to March 23, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
101311 S & M Communications	Data Drops for Guerrero Building Project	\$1,550.00	3-22-12	3-21-12	Expires	Amendment #1 to contract to add 12 more data drops to building for Finance & Library District.
- Interstate Copy Shop	Copier Maintenance Agreement for Konica Minolta	\$684.00	2/22/12 to 2/21/13	3-21-12	Expires	Maintenance agreement for Konica Minolta BH250 located in the School Superintendent Office.
- Rim Country Arizonans for Children, Inc.	Memorandum of Understanding for Economic Development Contribution	\$10,000.00	Completion of Work	3-21-12	Expires	Economic Development contribution for Community Garden Fence in Payson.
030512 Hunter & Hunter Construction	Michaelson Building Fascia Repair	\$4,505.00	4-21-12 to 4-20-12	3-21-12	Expires	Labor and material to repair and install new fascia around the upper front half and sides of the Michaelson Building.

March 24, 2012, to March 30, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
031412 Payson Fence & Supply	Gate Installation – Roadyard Shop Building	\$1,990.00	3-21-12 to 4-21-12	3-28-12	Expires	Labor and material to install a gate on the existing fence at the Roadyard/Shop Building
031212 Noble Building LLC	Weatherization Project HH7979	\$9,9916.23	3-21-12 to 4-30-12	3-28-12	Expires	Construction for community service weatherization project HH7979.
- INGEO	Electronic Document Recording – (E-Recording)	No Cost	Until Term’d	3-28-12	Until Term’d	Secure electronic recording system used by the County Recorder’s Office for the public.
- Sentinel Technology Inc.	E-Mail Security System	\$11,429.00	3-2012 to 3-2015	3-28-12	Expires	E-mail security system for the County to be extended through March 2015.

- Payson First Assembly of God Church	Building Use Agreement	\$250/month	1-1-12 to 1-31-12	3-28-12	Renewable for 2 more 1 yr terms	Amendment #1 to agreement to change the indemnity language.
022212 S&M Communications	Data Communications Upgrade for Payson SO	\$16,582.82	3-7-12 to 4-6-12	3-28-12	Expires	Secure cabinet to house the County's data communication equipment and host the SACNET MPLS drop and redundant T1 drop to ensure disaster recovery and troubleshooting.



AMENDMENT #1

Gila County Contract 101311

Guerrero Building Remodel Data Drop Installation

The following amendments are hereby incorporated into the bid documents for the above stated project:

March 14, 2012

S & M Communications

Effective October 24, 2011, Gila County and S&M Communications entered into an agreement whereby the contractor provided labor and material for the installation and testing of data drops in the Guerrero building as part of the remodel project.

Amendment No. 1 will provide for the labor and material to install and test an additional twelve (12) more data drops: Four (4) for the Library District and Eight (8) for the Finance Department.

Contractor Fee for Amendment No. 1 will be \$1,550.00.

All other terms and conditions of the agreement shall remain the same.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 3/21/12



SMC Communications

Invoice

3820 W. Happy Valley Rd 141-402 Glendale, Arizona 85310-0700

Customer #

Bill To:

Gila County
1400 E. Ash Street
Globe, AZ 85501

Ship To:

Gila County
1400 E. Ash Street
Globe, AZ 85501

Date	Your Order#	Our Order#	Sales Rep	FOB	Ship Via	Terms
2/14/2012	2012-00000274	1476	SM			Due on receipt

Quantity	Description	Unit Price	Total
1	Additional 12 Data drops for Guerrero Center outside original scope of work.	1,550.00	1,550.00
	Sales Tax	8.10%	0.00
	<i>DATA Drops requested by building occupants during install</i>		
	<i>4 Library</i>		
	<i>3 Finance</i>		
100 % Project completion		Total	\$1,550.00

EXECUTIVE SUMMARY FORM

Contract Name: Copier Maintenance Agreement Contract No.: AZ2269

Statement of Purpose and Need (3-5 Sentences)

Maintenance Agreement for a Konica Minolta BH250 copier located in the School Superintendent Office. Includes parts, labor, includes consumable supplies except paper. Does not cover misuse, abuse or negligence. All excess copies to be billed at \$.0095 per copy annually.

Contract End Date: 02/22/2012 to 02/21/2013

Renewal Option: Yes
 No

Maximum Dollar Limit: \$684.00

Contract Information

Firm Name: Interstate Copy Shop Contact Person: Rod Russell

Address: PO Box 730 Phone No: (928) 428-3357

City: Thatcher State: AZ Fax: (928) 428-3558 Email: _____

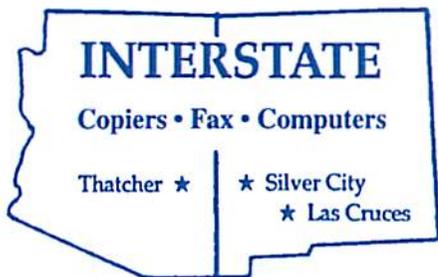
Fund: 1005.702_4300.20

Type of Funds: Restricted
 Grant
 General Fund
 Other

Fund Code: _____

Special Notes:

INTERSTATE COPY SHOP



P.O. Box 730, Thatcher, AZ 85552 *
 (928) 428-3357 Phone (928) 428-3358 Fax *

INVOICE

Invoice No.	AZ2269
P.O. / Cust. Order No.	
Contract No.	AZ2269

Bill To:

Name GILA COUNTY MANAGER <i>Finance</i>			
Address 1400 EAST ASH			
City	GLOBE	State	AZ Zip 85501
Telephone	928-425-3231	Contact	

Location:

Name SCHOOL SUPERINTENDENT OFFICE		
Address		
City	State	Zip
Telephone	Contact	

Date	Service Zone	MC Start	MC Expire	Beg Meter	End Meter	Copies Used
2/22/12	2	2/22/12	2/21/13	135023		

Plan	Manufacturer	Model	Serial No.	Allow. Copies	Exc. Copies Chg	Unit Price
2	KONICA MINOLTA	BH250	31108747	72000	.0095	\$684.00
Exclusions Or Special Instructions: INCLUDES PARTS, LABOR. INCLUDES CONSUMABLE SUPPLIES EXCEPT PAPER. DOES NOT COVER MISUSE, ABUSE OR NEGLIGENCE. ALL EXCESS COPIES TO BE BILLED AT .0095 PER COPY ANNUALLY.		Accessories				
				Ex. Copies Charge Where Applicable		

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

Customer agrees to purchase and ICS agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this contract. No terms or conditions, expressed or implied, are authorized unless they appear on original of this contract, signed by the Customer and ICS manager.

THE ADDITIONAL TERMS AND CONDITIONS OF THE MAINTAINANCE AGREEMENT ARE INCORPATED IN AND MADE PART OF THIS CONTRACT, NO CHANGE, ALTERATION OR ADMENDMENT OF THE TERMS OR CONDITIONS OF THIS CONTRACT ARE AUTHORIZED OR EFFECTIVE UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN OFFICIER OF ICS. NO COURSE OF DEALING OR OTHER CONDUCT OR CUSTOM SHALL CONSTITUTE AN AMENDMENT TO THE TERMS HEREOF NOR ALTER OR VARY THE TERMS OF THIS CONTRACT.

THIS CONTRACT IS AUTOMATICALLY RENEWABLE UNLESS CANCELLED BY EITHER PARTY.
 THIS CONTRACT IS DUE AND PAYABLE PRIOR TO COVERAGE DATES.

Yes, I have received a copy of the terms and conditions of this Maintenance Agreement.

Subtotal	\$684.00
Total Tax	
Invoice TTL	\$684.00

ICS Representative Signature	Customer Name
	GILA COUNTY MANAGER
Printed Signature Name ROD RUSSELL	Empl. # Terr. #
Branch Office Address P.O. BOX 730	By: (Authorized Agent) Date
City State Zip THATCHER AZ 85552	 Printed Signature Name Title
	 APPROVED AS TO FORM: Bryan B. Chambers, Chief Deputy County Attorney for Daisy Flores, County Attorney

INTERSTATE COPY SHOP MAINTENANCE PLANS

I : PREMIUM COVERAGE includes all parts, labor, drums, consumable supplies*, and trip charge, but not paper. (Also listed as a CPC – Cost per Copy)

II : FULL COVERAGE includes all parts, drums, labor and trip charge, but not consumable supplies*, or paper.

III : STANDARD COVERAGE includes all parts, labor and trip charge, but not consumable supplies*, drums or paper.

- **CONSUMABLE SUPPLIES** are not included unless specified as in a Premium Coverage agreement. Consumable supplies are as follows:

PM kit, Developer, Drum Kit, Imaging Units, Fuser Oil, Toner, MA Kits,

Agreement between Interstate Copy Shop (hereinafter called ICS) and Customer
Maintenance Contract Terms and Conditions.

1. This agreement covers both the labor and the material for adjustments, repairs and replacements of parts as required by normal use of the equipment, subject to the exceptions in and in accordance with these terms and conditions. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. In addition, ICS may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than those employed by ICS, or if parts, accessories or components not authorized by ICS are fitted to the Equipment. Electrical work external to the equipment and equipment line cord is not covered by this Agreement. Certain model copiers must be installed according to specific requirements in terms of space and electricity as defined in the Equipment Operator's Manual. Customer shall ensure that the copier is placed in an area that conforms to these requirements. This Agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Damage to the equipment or its parts arising out of or caused by attachment of unauthorized components, accessories or parts, use of sub-standard supplies or other causes beyond the control of ICS are not covered by this Agreement and may subject customer to a surcharge or to cancellation of this Agreement.
2. The Operator's Manual for each model copier defines specific operator responsibilities. Performance of normal operator functions, as described in the Operators Manual, are not included in this Agreement, and are subject to additional charges.
3. Service calls under this Agreement will be made during normal business hours at the installation address shown on this Agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. ICS representatives will not handle, disconnect or repair unauthorized attachments or components; customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds ICS and its employees harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on ICS equipment.
4. Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustment, repair or replacement of parts. All parts necessary to the operation of the equipment and subject to the general scope of coverage, will be furnished free of charge during a service call when include in the maintenance service provided by the plan selected.

5. Rebuilding or major overhauls are not covered by this Agreement. In addition, when in its sole discretion ICS determines that a reconditioning is necessary, as a result of expected wear and tear of material and age factors caused by normal office environment usage, in order to keep the equipment in working condition, ICS will submit to customer and estimate of needed repairs and their cost, which will be in addition to the charge payable under this Agreement. If the customer does not authorize such reconditioning, ICS may discontinue service of the equipment under this Agreement, refunding the unused portion of the maintenance charge, or may refuse to renew this Agreement upon its expiration. Thereafter, ICS will make service available on a "Per Call" basis at published rates in effect at the time of service.
6. Term: This agreement shall become effective upon receipt by ICS of the initial annual maintenance charge provided under this Agreement and shall continue for one full calendar year. This Agreement shall automatically renew for successive periods of the same duration subject to the receipt by ICS of the maintenance charge in effect at the time of renewal and provided that the customer is not then in default. In addition to any other rights under this Agreement, either party may terminate this agreement at any time giving 30 days prior written notice to the other party, and the unused portion of the maintenance charge will be refunded on a pro rata basis of both time passed and copies made.
7. Charges : The initial annual charge for maintenance under this Agreement shall be the amount set forth on the Maintenance Contract. The annual Maintenance Charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 10 days of the date of the ICS invoice for such charges. The initial annual charge is payable upon the signing of this Agreement by customer. Excess copies charges are due and payable at the end of each contract term. Customer understands that alterations, attachments, or specification changes that cause excessive service calls may require an increase in maintenance charges and agrees to pay such charges promptly when due. If equipment is moved to a new location or service zone, ICS shall have the option to charge, and the customer agrees to pay, the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rata basis. If equipment is moved beyond ICS's published service zones, customer agrees to pay a fair and reasonable surcharge for continued maintenance under this Agreement, taking into account the distance to customer's new location and the published rates of ICS for service on "Per Call" basis.
8. Breach or Default: If the customer does not pay all charges for maintenance or parts as provided under this Agreement promptly when due: (1) ICS may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates in effect at the time of service and (2) the customer agrees to pay to ICS (a) its costs and expenses of collection including the maximum attorney's fee permitted by law, said fee not to exceed 25% of the amount due under this Agreement and)b) all charges for service provided before payment of the contract on a "Per Call" basis at published rates in effect at the time of service.
9. Use of Authorized Supplies: ICS copiers are designed to give excellent performance with the Original Equipment Manufacture (OEM) supplies, including toner, developer, MA kits. If the customer uses other than OEM supplies and if such supplies are defective or not acceptable for use on ICS machines, and cause abnormally frequent service calls or service problems, then ICS may, at its option, assess a surcharge or terminate this Agreement and the unused portion of the maintenance charge will be refunded. In this event, the customer will be offered service on a "Per Call" basis at published rates. It is not a condition of this Agreement, however, that the customer use only OEM authorized supplies.

INTERSTATE COPY SHOP RATES

PM's during warranty will be performed free of charge for labor and travel expense, providing the customer has authorized a Maintenance Agreement effective at the end of warranty. In all other cases, PM's will be invoiced at current standard rates.

Estimates are \$55.00 plus travel expense. Estimate charge will be waived if the machine is repaired according to the estimate.

Standard rates are \$120.00 per hour, with a minimum of ½ hour on analog copiers with a speed under 25 cpm, a minimum of 1 hour on analog copiers with a speed of 25 cpm or more, and a minimum of \$120.00 per hour on all digital copiers. Labor will be billed in 10 minutes increments after the minimum at \$20 per 10 minutes.

After hours is \$240.00 per hour with a minimum of 1 hour, with each additional 10 minutes at \$40.00. Parts are at current retail price in addition to labor and travel expense.

Travel expense is billed as follows:

0-30 miles \$22.50
31-60 miles \$ 47.50
61-90 miles \$ 57.50
over 90 miles \$67.50

To put a non-contract machine under contract, the equipment must be inspected and brought up to factory specifications at the customers expense.

ATTACHMENT "A"

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

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

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

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

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

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

MEMORANDUM OF UNDERSTANDING
BETWEEN
GILA COUNTY
AND
RIM COUNTRY ARIZONANS FOR CHILDREN, INC.

This is an agreement between Gila County, hereinafter referred to as the *County* and the Rim Country Arizonans for Children, Inc, hereinafter referred to as the *Organization*:

1. Purpose and Scope

The Rim Country Arizonans for Children, Inc. is a charitable, non-profit Organization for the benefit of children and families in the Payson area. They are a 501(c)3 Organization registered with the Arizona Corporation Commission and maintain a federal tax exempt status. The Organization supports children and families that participate in the Payson Community Garden. The Organization is a part of the Payson Community Garden group.

The County will provide to the Organization an economic development grant of \$10,000. The purpose of these funds will be for economic development activity which is operated and maintained within the boundaries of the County and has been determined to be for the benefit of the public per A.R.S. § 11_254 and A.R.S. § 11_254.04.

The Organization fully understands that the contributions provided by the County shall be used for economic development in providing for a protective fence around the Payson Community Garden (hereinafter Project.).

2. Term

This agreement will be satisfied when the Organization has provided the County with documentation that the economic development grant has been used to complete the Project. The Organization may apply to use any remaining economic development grant monies after completion of the Project for other economic development activity. Upon approval of the County and the Organization, this agreement may be amended to allow for such other economic development activity.

3. General Terms and Conditions

Anti-Terrorism Warrant: Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), the Parties certify that they do not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: The County hereby warrants that it will at all times during the life of this agreement comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The County shall further ensure that each subcontractor who performs any work for the County under this contract likewise complies with the State and Federal Immigration Laws. The County shall have the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of the County'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. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the County shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion. The County shall advise each subcontractor of the 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 the County may inspect the Subcontractor's books and records to insure that the 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."

Notices & Demands: All notices or demands upon the Parties shall be in writing and sent to:

Rim Country Arizonans for Children, Inc.
Marguerite Turlukis, President
203 N. Manzanita Drive
Payson, Arizona 85541
Tax ID No.: 46-0507445

Gila County
Tommie C. Martin, Supervisor, District I
610 E. Highway 260
Payson, Arizona 85541

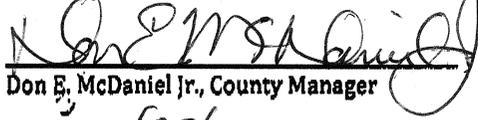
4. Indemnification

The Organization 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 the Organization 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 the Organization 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 the Organization from and against any and all claims. It is agreed that the Organization 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 Organization 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 Organization for the County.

5. Entire Agreement

Except as expressly provided otherwise herein, the Memorandum of Understanding represents the entire agreement between the parties.

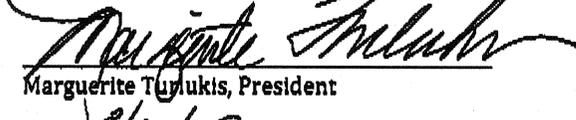
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 3/20/12

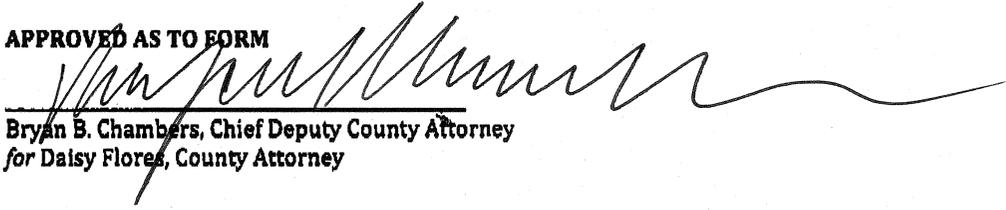
RIM COUNTRY ARIZONANS FOR CHILDREN, INC.



Marguerite Turlukis, President

Date: 3/20/12

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
(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. 030512
MICHAELSON BUILDING FASCIA REPAIR

THIS AGREEMENT, made and entered into this 21st day of MARCH, 2012, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and Hunter and Hunter Construction, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

Contractor shall provide for the labor and material to repair and install new fascia around the upper front half and side of the Gila County Michaelson Building at 149 South Broad Street, Globe.

Contractor Scope of Work:

- Remove all old aluminum siding from the upper half of the front and side of the building.
- Install fir strip studding and attachments.
- Power wash old concrete wall surface.
- Clean-up and dispose all debris and haul away.
- Supply man-lift to assist county in the removal of the existing sign.

The County will be responsible for blocking off all parking areas in front and side of building during construction.

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 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 20, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 4,050.00 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

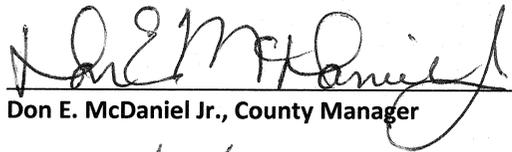
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of Agreement No. 030512, 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.

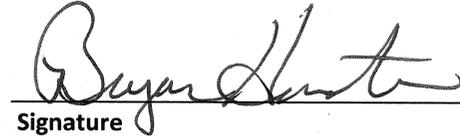
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 3/26/12

HUNTER AND HUNTER CONSTRUCTION

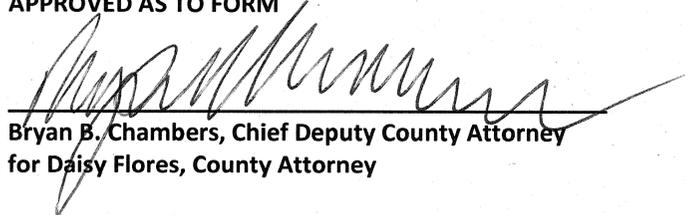


Signature

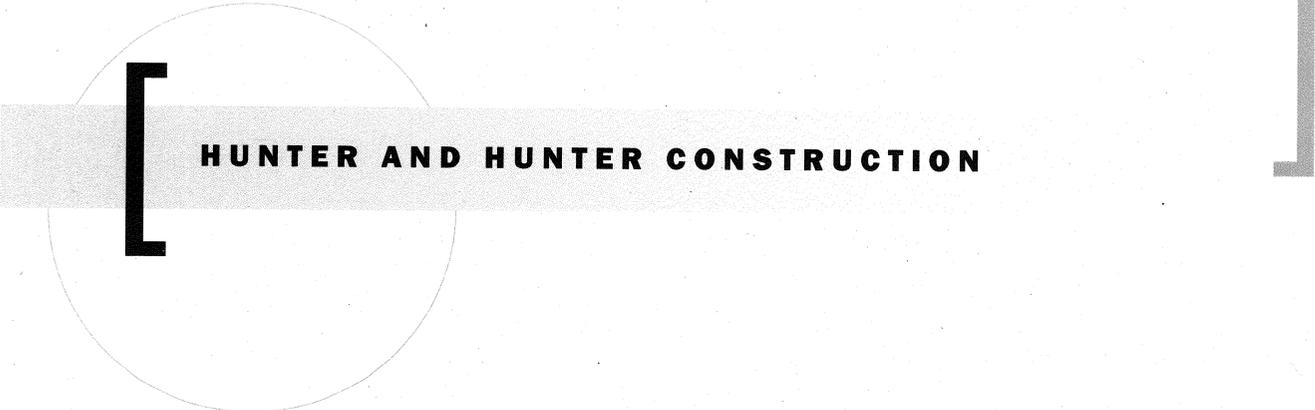
Bryan Hunter
Print Name

Date: _____

APPROVED AS TO FORM



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



HUNTER AND HUNTER CONSTRUCTION

To: Gila County

Re: Old Carm-Ed's Building

Labor proposal to remove all old aluminum siding from the upper half of the front and side of the old Carm-Ed's building. Proposal includes removal and disposal of all siding, fir strip studding and attachments. Power wash old concrete wall surface. Clean-up and dispose of all debris, and haul away. Also included is the labor and man-lift to assist the Gila County employees in the removal of the existing sign. Scheduling and cooperation of County employees and blocking off of parking areas to be coordinated by Gila County with Hunter and Hunter.

Labor and Man-lift for above described \$4,050.00

305 Hunter Drive
Globe AZ 85501
Phone: 928-425-6515
Fax: 928-425-7344
E-mail: khunter44@cableone.net

mmie 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

PROFESSIONAL SERVICE CONTRACT NO. 031412

**GATE INSTALLATION
ROADYARD/SHOP BUILDING**

THIS AGREEMENT, made and entered into this 28th day of MARCH, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Payson Fence Company & Supply Inc, 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 a gate on the existing fence located at the Roadyard/Shop Building at 1001 W. Besich Blvd., Globe.

Scope of Work & Specifications: See attached Exhibit "A" by mention made a binding part of this agreement as set forth herein.

Contractors Fee \$1,990.00

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.

- 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 will expire **April 21, 2012.**

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **\$ 1,990.00** 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

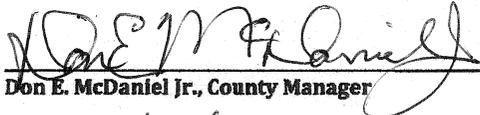
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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 **Service Agreement No. 031412**, 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.

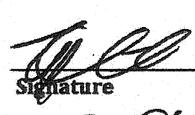
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 3/28/12

PAYSON FENCE COMPANY & SUPPLY INC.



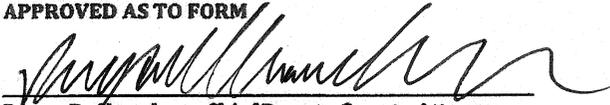
Signature

Ty Clilson

Print Name

Date: 3-16-12

APPROVED AS TO FORM



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

Exhibit "A"



PAYSON FENCE CO. & SUPPLY INC.

P.O. BOX 2774, PAYSON, AZ 85547
 (928) 474-7400 FAX: (928) 474-2020
 AZ Contractor's License # 181090-181781

PHONE NUMBER 928 872-0251	DATE 2-8-12	R.O. NO.
PHONE JOB SITE	FAX NUMBER	SALESMAN N
MOBILE #	ATTENTION	AI

PROPOSAL TO: **Gila County**

JOB ADDRESS: **Globe** CITY **Globe** STATE **AZ** ZIP _____

NEAR: North/South of _____ East/West of _____
 (Circle One) (Circle One)

UTILITY STAKING _____ COMPLETED _____ UPDATED _____

LOG #: _____

Billing Address: _____ Zip _____
 (if different) **9Caine Co. Gila, AZ, US**

<p>20' gate 6" 3 Barbwire</p> <p>20' gate 6" 3 Barbwire Standard Detail 160</p>	<p>INSTALL:</p> <p><input checked="" type="checkbox"/> Level</p> <p><input type="checkbox"/> Straight</p> <p><input type="checkbox"/> Contour</p> <p>SPECIAL TOOLS:</p> <p><input type="checkbox"/> Welder</p> <p><input type="checkbox"/> Rhino</p> <p><input type="checkbox"/> Other</p> <p>(Approximate #)</p> <p>JACKHAMMER:</p> <p># of holes _____</p> <p>CORE DRILL:</p> <p># of holes _____</p> <p>AIR DRILL:</p> <p># of holes _____</p> <p>SETS:</p> <p>Standard _____</p> <p>Special _____</p> <p>Lines: _____</p> <p>Width _____ Depth _____</p> <p>TERMS:</p> <p>Width _____ Depth _____</p> <p>GATE SHADES:</p> <p>Width _____ Depth _____</p>
--	--

SPECIAL INSTRUCTIONS: **Install Gates in existing Fence**
Brace & Truss each Side

2 4" Gate

FABRIC		LINE POSTS		RAILS		BARB WIRE		BARBS		HAZARD FIBERON			
FOOTAGE	HEIGHT	GAUGE	HEIGHT	TUBES TO O.D.	SPACED	TUBES TO TOP	MID	BTM	# OF STR.	UP	DOWN	FOOTAGE	TYPE

WOOD OR WOOD TYPED WOOD / COPPER WOOD (Circle One)				HORSE CORRAL			
FOOTAGE	HEIGHT	TYPE SIZE	# OF RAILS	LINE POST SIZE	SPACED	# OF RAILS	SIZE OF RAILS

QUANTITY		GATES		FRAME			ORNAMENTAL IRON									
SINGLE	DOUBLE	ROLL	WIDTH	HEIGHT	FRAME STYLE	HINGE	LATCH	CLOSER	LINE POST		PANEL SPECIFICATIONS					
									FOOTAGE	HEIGHT	SIZE	SPACED	TOP	BOTTOM	PICKETS	STYLE

COLOR: Dipped Sprayed Powder Coat

SLATS	BASE	FABRIC	TENSION WIRE	FRAMEWORK
COLOR: _____	PATTERN _____	<input type="checkbox"/> PVC COATED	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> PAINTED
<input type="checkbox"/> TYPE _____	LOCK _____	<input checked="" type="checkbox"/> NOT DIPPED GALV.	GAUGE: _____	<input checked="" type="checkbox"/> GALV INSIDE OUT
		<input type="checkbox"/> _____	<input checked="" type="checkbox"/> BRACE & TRUSS	<input type="checkbox"/> PVC COATED

Line Stake Set by Buyer Heat Away Existing Fence Other _____

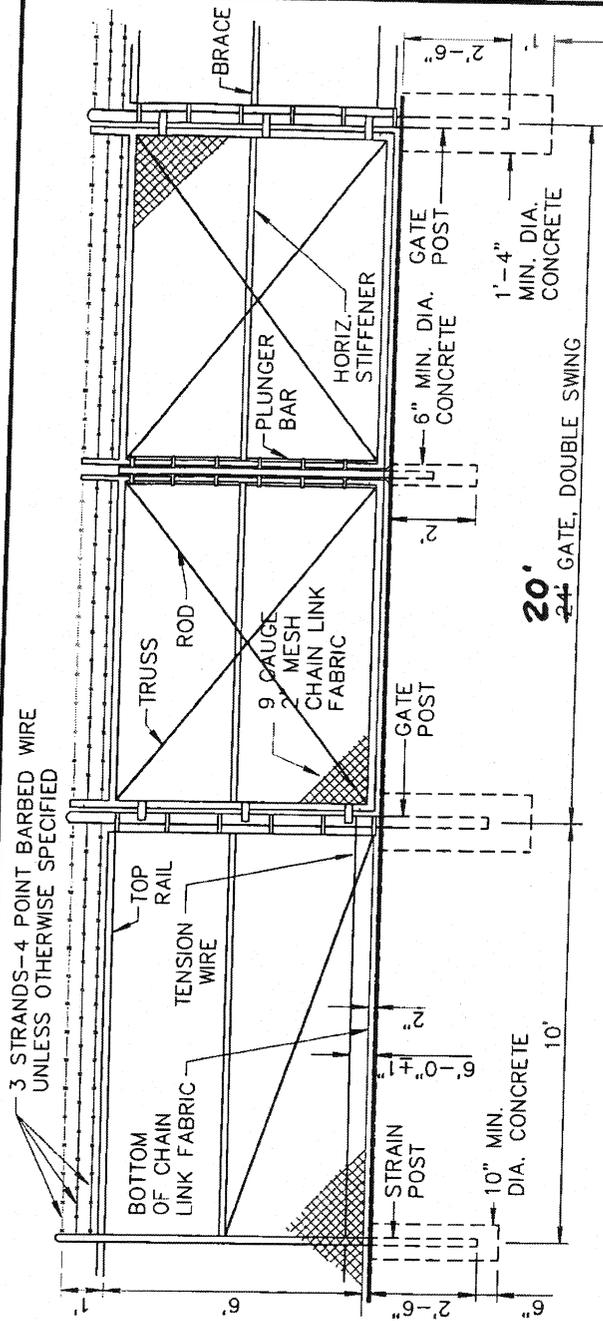
Fence on Line Take Down Existing Fence Dist. Inside Line _____

FOR THE SUM OF	\$
TAX	\$
BLDG. PERMIT	\$
TOTAL	\$ 1990.00
DOWN PAYMENT	\$
BALANCE DUE	\$

TERMS: Cash Upon Completion

Accepted by Buyer: _____ Date: _____

Submitted by Seller: **[Signature]** Date: **2-8-12**



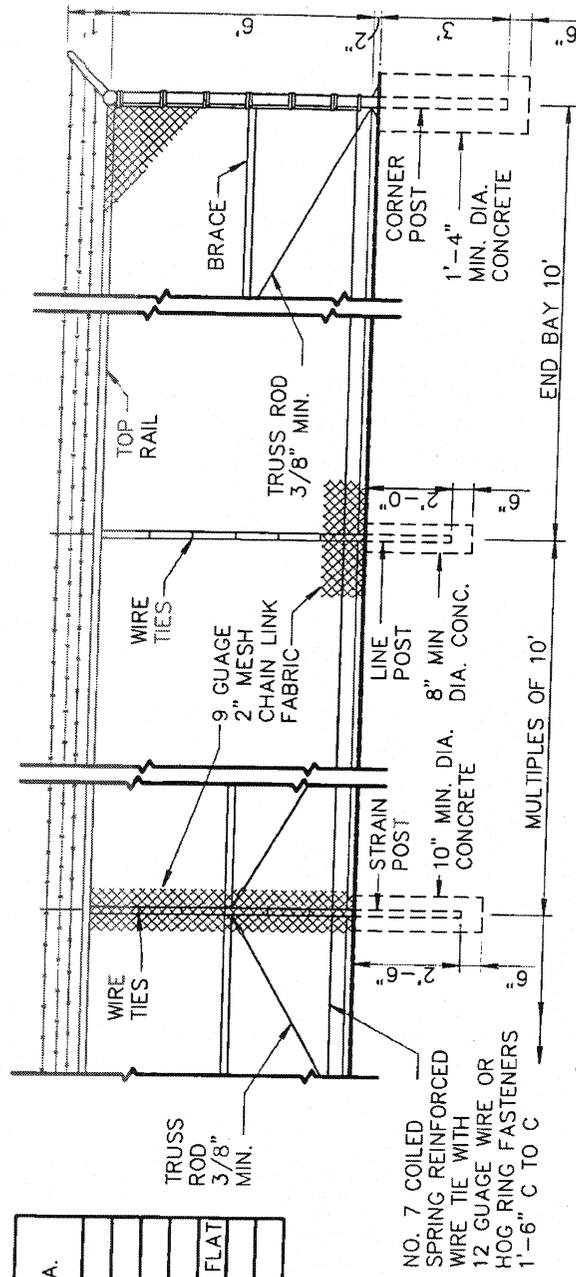
20'
24" GATE, DOUBLE SWING

NOTES

1. ALL CONCRETE SHALL BE CLASS 'C' PER SECT. 725.
2. FITTINGS NOT SPECIFICALLY DETAILED SHALL BE HEAVY DUTY DESIGN.
3. STRAIN POSTS SHALL BE SPACED AT 500' MAXIMUM SPACING.
4. BOTH CORNER AND STRAIN POSTS SHALL HAVE STRAIN PANELS.
5. ALL POSTS SHALL BE CAPPED.
6. MEMBER SIZES SHALL BE THE FOLLOWING:

MEMBER	AISC SIZE	OUTSIDE DIA.
CORNER POST	2-1/2"	2.875"
LINE POST	1-1/2"	1.900"
STRAIN POST	1-1/2"	1.900"
BRACE	1-1/4"	1.666"
STRETCH BAR	3/16"x3/4" FLAT	3/16"x3/4" FLAT
GATE POST	3-1/2"	4.000"
TOP RAIL	1-1/4"	1.666"

7. CONSTRUCTION AND MATERIALS SHALL CONFORM TO SECT. 420 AND 722, RESPECTIVELY. SEE TABLE 722 FOR WEIGHTS OF MEMBERS.



MULTIPLES OF 10'

END BAY 10'

AM. FENCE - 928-537-5745

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. 031912

WEATHERIZATION PROJECT NO. HH7979

THIS AGREEMENT, made and entered into this 28th day of MARCH, 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 Project HH7979, 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 \$ 9,916.23 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

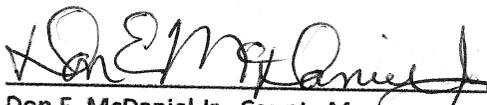
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 031912, 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: 3/20/12

NOBLE BUILDING LLC

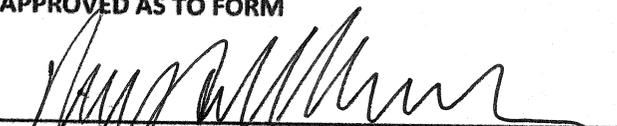


Signature

Seddiah Byron Tarenhaus
Print Name

Date: 3-20-2012

APPROVED AS TO FORM



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



236 W. Thompson Road
PAYSON, AZ 85541

Estimate

1/20/2012

HH7979
Payson, AZ

P.O. No.

Description	Total
1) Low cost weather X	250.00T
2) Air sealing	245.00T
3) Duct Sealing	425.00T
4) Blow in an R-38 in entire attic	1,331.48T
5) Install new 14 SEER roof top Heat Pump with 10kw Auxiliary Heat Element sized properly for the home. New unit to include manual J calculations. To include new thermostat and all electrical connections.	7,076.32T

Thank you

Subtotal	\$9,326.78
Sales Tax (6.32%)	\$589.46
Total	\$9,916.23

excepted _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GILA COUNTY AND
INGEO SYSTEMS, INC.**

THIS MEMORANDUM OF UNDERSTANDING, dated MARCH 28th, 2012 is between the **Gila County Recorder** ("COUNTY") with its principal offices located at 1400 East Ash Street Globe, Arizona 85501 and Ingeo Systems, Inc. ("INGEO") with offices at 1300 North 200 East, #118, Logan, UT 84341.

GILA COUNTY desires to offer customers the option of recording documents by electronic means providing for the receiving and transmitting of documents electronically as an alternative means to conventional paper based documents to the mutual benefit of the **COUNTY** and the parties of the recording transactions.

For purposes of this Memorandum of Understanding, **Electronic Recording** is defined to be the electronically based submitting of documents from **INGEO** to **COUNTY** and electronically based receipt of confirmation of recording from **COUNTY** to **INGEO**.

All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This Memorandum of Understanding outlines the procedures and rules for the trusted relationship between the parties involved in Electronic Recording in order to facilitate a safe and secure Electronic Recording relationship. Participation in the Electronic Recording program is voluntary. **INGEO** and the **COUNTY** recognize the need to ensure that only original documents holding original signatures are submitted for electronic recording.

The **COUNTY** performs an electronic examination of the electronic documents and indexing information then completes the recording process using the electronic documents. **INGEO** acknowledges that Electronic Recording permits its submitters to prepare, sign, and transmit in electronic format documents, and that the documents shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents.

The electronic recording data, including Recorder's File, where appropriate will be returned to **INGEO**.

Neither the **COUNTY** nor **INGEO** shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any unintentional delay, omission or error in the Electronic Recording transmission or receipt.

Neither party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of God or other cause beyond the party's reasonable control including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions.

Either party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination.

There will be no added fees or costs of any kind charged by the **COUNTY** for Electronic Recording nor will **INGEO** charge any fees to the **COUNTY** for Electronic Recording. **INGEO** will be required to meet **COUNTY** requirements in order to record electronically. Payment of all recording fees must be paid on the following business day.

COUNTY Responsibilities

COUNTY shall attempt to protect the integrity of the Recordation process through ongoing monitoring of documents received and recorded through Electronic Recording means.

COUNTY shall test and maintain Electronic Recording software and hardware required to operate the Electronic Recording capability. **COUNTY**, however, shall be held harmless and not liable for any damages resulting from software or equipment failure.

COUNTY shall apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual paper process. Documents received on any business day after 5:00 pm EST may be processed on the next business day in the order they were received.

INGEO Responsibilities

INGEO shall work to ensure that all security measures and credentials implemented are protected from unauthorized access. **INGEO** assumes all responsibility for documents submitted through unique credentials provided to **INGEO** for the purposes of engaging in Electronic Recording.

INGEO shall be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission for errors, omissions, and other deformities that would impact the validity of the document. This diligence includes adherence to **COUNTY** indexing and formatting standards.

INGEO acknowledges that Electronic Recording permits its submitters to prepare, sign and transmit in electronic formats documents to the **COUNTY**; the documents shall be considered as the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents.

INGEO must maintain an electronic audit trail of all activity.

INGEO is responsible for supporting any technical issues associated with Electronic Recording through their submitting software program. **INGEO** is solely responsible for any and all costs of the system or services that enable **INGEO** to meet the Electronic Recording Program requirements.

INGEO shall ensure ACH payment of recording fees to **COUNTY**'s bank account within one business day of the date the document is recorded by **COUNTY**.

INGEO will email a daily report to **COUNTY** each evening detailing the documents recorded that day and the associated recording fees owed broken out by submitter ("ePay Report").

General Understanding

COUNTY will not incur any liability for the information electronically transmitted by **INGEO** to **COUNTY**.

COUNTY will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.

Neither the **COUNTY** nor **INGEO**, nor any Electronic Recording Provider shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any unintentional delay, omission or error in the Electronic Recording transmission or receipt.

The Electronic Recording Provider, **COUNTY**, and **INGEO** will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either Negotiation or mediation prior to initiating litigation.

The **COUNTY** and **INGEO** acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the electronic recording process, all parties agree to meet to discuss changes and additions to this Memorandum of Understanding.

ENTIRE AGREEMENT

Except as expressly provided otherwise herein, this Agreement represents the entire agreement between the parties.

TERMINATION

Either party may terminate this Agreement without cause with 30 days written notice to the other party. User remains responsible for payment of fees for the filing and recordation of documents prior to the effective date of termination.

NO WARRANTIES/RELEASE OF LIABILITY

Absent gross Negligence or willful misconduct, **INGEO** agrees to release the **COUNTY** from any liability in connection with the electronic filing and recordation of documents under this Agreement. Parties to the electronic recording transactions understand that there are no warranties, express or implied, in connection with such transactions.

CONTACT INFORMATION

Gila County Recorder
Primary Sadie Tomerlin Dalton
County Recorder, 928-402-8731
1400 E. Ash St., Globe, AZ 85501
dcaldera@co.gila.az.us

Ingeo Systems
Wayne Crabtree, System Engineer, tworf@ingeo.com
System/Ops Support, 425-755-9837 x139
Jim DeGaetano, VP of Sales, jdegaetano@ingeo.com
425-755-9837 x140
Reggie Rogers, Operations, rrogers@ingeo.com
435-755-9837 x147
Lyndi Smith, Admin Manager, lsmith@ingeo.com
435-755-9837 x125

STANDARD TERMS & CONDITIONS

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

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

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

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

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

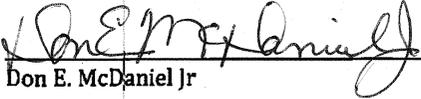
ATTACHMENTS

Attachment A defines the technical specifications including format, models of recording supported, and transmission protocols of the electronic records required by **COUNTY**. **INGEO** agrees to provide the transmission to the **COUNTY** following the specifications outlined. **INGEO** understands that the specifications may change from time to time. In the event changes to the specification are required, the **COUNTY** will provide a written notice to the **INGEO** within a reasonable timeframe.

ACH Authorization Form

Memorandum of Understanding Agreed and Accepted

GILA COUNTY



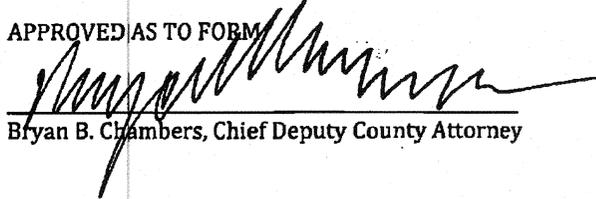
Don E. McDaniel Jr

Gila County Manager

Title

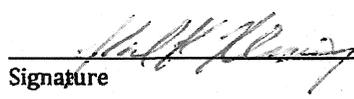
Date: 3/28/12

APPROVED AS TO FORM



Bryan B. Chambers, Chief Deputy County Attorney

INGEO



Signature

KARL K. KLESIC

Name

PRESIDENT

Title

Date: MARCH 22, 2012

ATTACHMENT "A"

Technical Specifications

Electronic Recording is defined based on the level of automation and structure of the transaction. The three levels of automation are as follows:

Model 1 Submitting organizations transmit scanned images of ink signed documents to the county. The county performs an electronic examination of the imaged documents and then completes the recording process using the imaged document. The electronic version of the recorded document is returned electronically to the submitting organization.

Model 2 Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the county. The county performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

Model 3 Submitting organizations transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. The county performs an electronic examination of the electronic documents and indexing information then completes the recording process using the electronic documents.

1) Format of the transmitted File:

PRIA file format standard will be used. Images will be in single page Group IV TIFF format

2) Communications Protocol and Options:

TCP/IP, HTTP and HTTPS

3) Security Framework:

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed.

4) Returned File Format:

PRIA file format standard will be used. Images will be in single page Group IV TIFF format.

5) Models (or Levels) of Recording Supported:

Models 2 and 3 are supported.

6) Electronic Signatures and Use of Digital Certificates:

The use of Electronic or Digital signatures, notary seals, and notary signatures are supported but are not required. **INGEO** must work with the **COUNTY** to accommodate their use. Digitized signatures, notary signatures, and notary seals are immediately acceptable.

7) Indexing Requirement and Imaging Standards:

Will be determined by **INGEO** and the **COUNTY** during the implementation process.

8) Acceptance/Rejection of Documents:

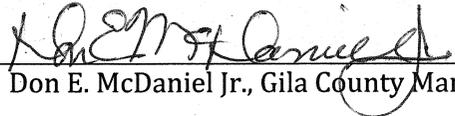
Submitted documents that are accepted for recording will be provided to **INGEO** in electronic format after acceptance. Confirmation of acceptance and recordation will be provided to Ingeo in electronic format after recordation is complete. This confirmation will include the document image and **COUNTY** recording data. **COUNTY** reserves the right to make changes to the index at a later date.

Submitted documents that are rejected by **COUNTY** will be returned to **INGEO** in electronic format after rejection, along with a description of the reason(s) for rejection. These documents will be electronically returned to the originating submitter for correction and resubmission.

ACH AUTHORIZATION FORM

Bank Name: _____
Account Name: _____
Account Number: _____
Routing Number: _____

Gila County hereby authorizes Ingeo Systems to submit ACH credits to the above listed account for requested amounts in order to process recording fees.



Don E. McDaniel Jr., Gila County Manager

3/28/12

Date



s e n t i n e l

Gila County Ironport E-mail Security Renewal

Presented By:
Richard Moore
Sr. Account Manager
Sentinel Technologies, Inc.
(480) 897-5964
rmoores@sentinel.com

Architect:
Don Needham
Sr. Solution Architect
Sentinel Technologies, Inc.
480-897-5941
dneedham@sentinel.com

IronPort Options Renewal Only No Professional Services

3 Year Subscription	11,429.00
	<hr/>
Option Total	11,429.00
or	or
1 Year Subscription	7,449.00
	<hr/>
Option Total	7,449.00

**Gila County
Renewal Options**



3 Year Subscription		
Description	Qty	Special Notes
IronPort 3 Year Renewal		
IronPort Single Appliance Bundle renewal GOV- 3 Year including: IronPort Platinum Support, IronPort Anti-Spam, Sophos Anti-Virus, Virus Outbreak Filters, Encryption S/N HZZ91F1 TERM = 3/12/2012-3/11/2015	500	Note: 500 Users
Upgrade from C150/C160	1	
	Total	11,429

**Gila County
Renewal Options**



1 Year Subscription		
Description	Qty	Special Notes
IronPort 1 Year Renewal		
IronPort Single Appliance Bundle renewal GOV- 1 Year including: IronPort Platinum Support, IronPort Anti-Spam, Sophos Anti-Virus, Virus Outbreak Filters, Encryption S/N HZZ91F1 TERM = 3/14/2012- 3/13/2013 Upgrade from C150/C160	500	Note: Users
	1	
Total		7,449



Gila County Proposal Assumptions

Technical Notes

Design Validation Process: This proposal to be considered draft until Sentinel operational analysis of functional and physical requirements. Subject to change based on requirements gathering and architecture approval.

Remote Installation: Ironport Professional Services are quoted for a remote installation after customer has physically mounted and connected the appliance to existing network and electrical power.

General Cabling: All sites assumed to have proper cabling in place for proposed project. Customer provided patch cables assumed.

Power: Unless specified within this proposal, Sentinel assumes all power conditioning, UPS systems and cables provided by the customer.

Rack & KVMs: Unless specified within this proposal, Sentinel assumes the customer will provide all required rack equipment, keyboard/monitor/video switching and other site specific installation hardware. Sentinel can provide this upon request with additional planning.

Remote Support: Sentinel's service estimate assumes remote access support internet connection.

Site Power: Power backup provisions are recommended. Unless noted here or within the equipment detail, Sentinel has not provided power backup analog lines, phones or cabling. There are many ways to provide this service including automatic power failure relay equipment and Sentinel can provide a recommendation and cost estimate upon request.

During Project Changes: Sentinel assumes unless noted here that the customer will patch in all equipment to the cabling plant within the facility. Sentinel can perform this connection service at an additional charge with an approved Project Change Request (PCR).

Statement of Work

Professional Services Installation: Unless otherwise stated and priced, professional services fee includes initial appliance setup such as OVS & s/w upgrades, mail relays, Host Access Table (HAT), Recipient Access Table (RAT), Mail Flow Policies, LDAP integration, consultation & assistance with configuring Cisco routers/firewalls to enable the IronPort appliance to work properly in the email environment. If encryption feature purchased, includes basic/default setup of encryption profile, and provisioning with Cisco Registered email Service.

Existing Mail Environment: Customer is responsible for providing Sentinel with information about existing mail setup, such as external public IP address(es) for inbound/outbound mail, mail relays, NAT/PAT firewall rules, receiving mail domains & IP address(es) of mail server(s), administrator access rights to Active Directory for LDAP integration, DNS server(s) IP address(es), and for arranging proper MX, A, and PTR record entries into the service provider's service for proper mail flow and DNS resolution.

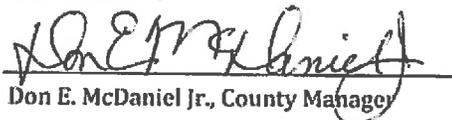
Pricing & Ordering Notes

Cisco Lead Times: Sentinel has assumed pricing as a direct purchase on Cisco equipment. Lead times should be expected to be 2-4 weeks.

Method of Payment: Sentinel's expectation is that the Customer will issue payment to Sentinel by means of an electronic funds transfer or company check. Alternate payment methods such as credit cards may incur an additional financing fee.

Pricing valid for 30 days from date of quote.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 3/25/12



AMENDMENT NO. 1

*The following amendments are hereby incorporated into
the agreement for the below project*

**BUILDING USE AGREEMENT
BETWEEN
GILA COUNTY d/b/a GILA EMPLOYMENT SPECIAL TRAINING
AND
PAYSON FIRST ASSEMBLY OF GOD CHURCH**

Effective March 14, 2012, Gila County and Payson First Assembly of God Church entered into a Building Use Agreement whereby the County GEST Program is using the building located at 1100 W. Lake Drive, Payson, Arizona, for their miscellaneous functions and events.

Amendment No. 1 to the agreement will change Item No. 9 as follows:

- 9. INDEMNITY:** User agrees to defend, indemnify and hold harmless Owner from all losses, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part of the negligence or misconduct of User except to the extent same are caused by the negligence or willful misconduct of the Owner.

GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 3/28/12

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

PROFESSIONAL SERVICE AGREEMENT NO. 022212
DATA COMMUNICATIONS SYSTEM UPGRADE
PAYSON SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 28th day of March, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and S & M Communications, of the City of Glendale, 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 I.T. Director or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work

Horizontal cable:

- Install (99) new category 6 data drops to various locations specified on plans.
- Install (12) new category 6 data drops from current D-mark to new MDF.
- All drop locations will have surface mount raceway installed.
- Add surface raceway to ten existing locations.

Backbone cable:

- Move (1) existing 12-strand fiber optic cable from existing D-mark to the new MDF. Terminating the 12-strands with LC connectors in the MDF.

D-mark build out:

- Install (1) wall mount cabinet (provided by Gila County).
- Install (1) 24 port patch panel.
- Install (1) horizontal wire manager.

MDF build out:

- Install (2) wall mount cabinet (provided by Gila County).
- Install (1) 8'x4' 3/4" plywood backing for wall mount cabinets.
- Install (1) new 12-port rack mount LIU.
- Install (1) LC fiber coupler panels.
- Install (1) 24-port patch panel.
- Install (3) 48-port patch panel.
- Install (4) horizontal wire managers.

Specifications:

- All cable will be installed in accordance with building industry standards (EIA/TIA 568B)
- All cable installed above grid ceiling will run true to building lines (not on angles)
- All cable will be neatly bundled in groups.

Testing and labeling:

- All cables will be labeled and tested to verify they exceed industry standards (EIA/TIA 568B).

Warranty:

- S & M Communications will warranty all work for a period of two years.
- Leviton will provide a 25 year Manufacturer's warranty against manufacturers defect.

Fee Schedule

Material	\$10,187.00
Labor	\$ 5,670.00
Total	\$16,582.82

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 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: The term of the agreement shall commence on March 7, 2012, and terminate April 6, 2012, unless canceled or extended as otherwise provided herein.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid per the fee schedule as stated in Article 1, but in no event shall payment exceed \$16,582.82 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

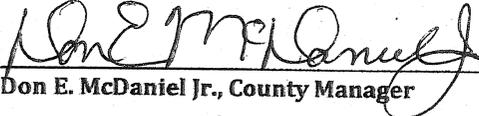
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 022212, 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: 3/28/12

SM COMMUNICATIONS



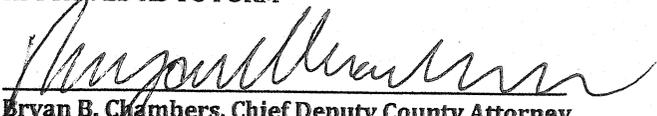
Signature

MARK SOFIA

Print Name

Date: 3/28/12

APPROVED AS TO FORM



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