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, MAY 22, 2012 - 10 A.M.

1 Call to Order - Pledge of Allegiance – Invocation

2 **PRESENTATIONS:**

A Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Sgt. Steve Shaw of the Globe Police Department.

B Public recognition of 2 employees for April's "Spotlight on Employees" Program, as follows: JoNelle Greenwalt and Ginger Horta. **(Erica Raymond)**

3 **PUBLIC HEARINGS:**

A **Public Hearing -** Information/Discussion/Action to authorize the submission of an Application for FY 2012 State Community Development Block Grant (CDBG) funds in the amount of $104,276 that will be used for a proposed CDBG housing rehabilitation project in Gila County and an additional $300,000 in State Special Project funds to be utilized for Rehabilitation, Acquisition and Replacement Housing for FY 2013 and to adopt related Resolution Nos. 12-05-02, 12-05-03, 12-05-04, which are included as part of the application. **(Malissa Buzan)**

B **Public Hearing:** Information/Discussion/Action to approve a "Fee for Service" for Sexually Transmitted Infections (STI) testing whereby the Department of Health will charge a fee of $10. Individuals who have been informed that they are a contact of an STI will be tested at no charge. No individual will be turned away due to inability to pay. **(Michael O'Driscoll)**

4 **REGULAR AGENDA ITEMS:**

A Information/Discussion/Action to adopt the Order establishing the Alhambra Domestic Wastewater Improvement District and instruct the Clerk of the Board to notify the State Department of Property Valuation and the Gila County Assessor of the establishment of said District. **(Linda Eastlick/Larry Huffer)**

B Information/Discussion/Action to discontinue the 120-day hiring freeze on all vacancies in budgeted positions effective upon Board of Supervisors' approval. **(Berthan DeNero)**

C Information/Discussion/Action to approve the use of National Joint Power Alliance Contract No. 062909 with ADT Security Services, Inc. whereby the contractor will provide for the material and installation of video surveillance cameras at the Gila County Courthouse in the amount of $82,013.09. **(Steve Stratton)**

D Information/Discussion/Action to approve United States Department of Agriculture, Forest Service, Tonto National Forest Road Project Agreement (FS No. 12-RO-11031200-024) for FY2012 through December 31, 2012, in the amount of $283,825 to double chip seal Forest Road 423 (Cline Boulevard). **(Steve Sanders)**

E Approval of an Intergovernmental Agreement-Economic Development Grant between Gila County and the Town of Miami whereby the County will disburse up to $3,200 to the Town of Miami for use in the construction and repair of the Miami Community Pool Project. **(Don McDaniel)**

5 **CONSENT AGENDA ACTION ITEMS:**

A Approval of Contract No. SRPWX05012012 between the Arizona Community Action Association and Gila County Community Action Program, a department of the Division of Community Services, to utilize funding provided by Salt River Project in the amount of $7,000 to be used for weatherization services to eligible households residing in Gila County for the period from May 1, 2012, through April 30, 2013.

B Approval of Amendment No. 1 to Contract No. SW-ESA-12-2182-02 between the Governor's Office of Energy Policy and Gila County (Division of Community Services, Weatherization Program) amending the amount of funding from $28,434 to $33,474 to continue to provide weatherization services to eligible citizens residing in Gila County, effective upon signature of both parties and continuing through June 30, 2012.

C Authorization for the Chairman's signature on Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS12-007886) which pertains to a Public Health Emergency Preparedness Grant that is between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services.

D Approval of the reappointment of Judge Gary V. Scales and Judge Peter J. DeNinno as Judges Pro Tempore for the Superior Court in Gila County for the period of July 1, 2012, through June 30, 2013.

E Approval to appoint Perry Schaal to fill the unexpired term of office for Bernie Lieder on the Building Safety Advisory & Appeals Board, which expires December 31, 2013.

F Acknowledgment of the resignation of Quentin Johnson from the Canyon Fire District Governing Board and the appointment of Michael Peterson to complete the term of Mr. Johnson, which expires November 30, 2012.

G Approval of a Special Event Liquor License Application submitted by the Pleasant Valley Historical Society to serve liquor at the Ted Meredith Memorial Roping event to be held on July 20-22, 2012.

H Approval of the May 1, 2012, BOS meeting minutes.

I Approval of the March 2012 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

J Approval of the March 2012 monthly activity report submitted by the Recorder's Office.

K Acknowledgment of contracts under $50,000 which have been approved by the County Manager for weeks of April 14, 2012, to April 20, 2012, April 21, 2012, to April 27, 2012, and April 28, 2012 to May 4, 2012.

L Approval of finance reports/demands/transfers for the weeks of May 8, 2012, May 15, 2012, and May 22, 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-1238 **Presentation Agenda Item 2- A**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For: Daisy Flores, County Attorney

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

Department: County Attorney

Presenter's Name: Daisy Flores, Gila County Attorney

Information

Request/Subject

Presentation of Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Sgt. Steve Shaw of the Globe Police Department.

Background Information

Daisy Flores, Gila County Attorney, selects an officer quarterly for the Officer of the Quarter from the nominations received from her staff. The staff nominates an officer for his or her availiability for preparation and carrying out prosecution, their reports being complete and readable, court appearances, and assistance to the County Attorney's Office. Two plaques will be presented, one for the officer and one for his or her agency.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Sgt. Steve Shaw of the Globe Police Department.

ARF-1226 **Presentation Agenda Item 2- B**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For: Berthan DeNero, Human Resources Director

Submitted By: Erica Raymond, Human Resources Assistant, Human Resources

Department: Human Resources

Presenter's Name: Erica Raymond

Information

Request/Subject

April 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 2 employees for April 2012 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of 2 employees for April's "Spotlight on Employees" Program, as follows: JoNelle Greenwalt and Ginger Horta. **(Erica Raymond)**

ARF-1242 **Public Hearing 3- A**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For:	Malissa Buzan, CAP/Housing Services Manager	Submitted By:	Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department:	Community Services Division	Division:	Comm. Action Program/Housing Ser
Fiscal Year:	2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	Unknown	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Presenter's Name:

Information

Request/Subject

Community Development Block Grant Application FY2012

Background Information

The Community Development Block Grant program was started with the Housing and Community Development Act of 1974 where the Department of Housing and Urban Development was to distribute funds to entitlement communities for projects that would develop viable communities, provide decent housing, suitable living environments and expand economic opportunities. It wasn't until 1981 that each state received an allocation on behalf of the non-entitlement communities and in 1982 funds were distributed and administered from the Arizona Department of Housing to the four rural Councils of Government within Arizona.

Each year an eligible application is submitted by communities to the Arizona Department of Housing for projects that must meet at least one of the following National Objectives: benefiting an area that is 51% or more low to moderate income; prevent or eliminate slum and blight; or address an urgent need due to a natural disaster or human health hazard.

Evaluation

This is an application to submit for Community Development Block Grant Regional Account funds. These Federal Funds are funneled through Arizona Department of Housing and the Central Arizona Association of Government. This is a yearly regional fund source allocated to cities, towns and counties within the State of Arizona. Funding, if awarded, would be in the amount of $104,276.

In addition, a request to apply for Federal CDBG State Special Project funding in the amount $300,000 to be utilized for rehabilitation, acquisition and replacement housing for FY 2012 will be submitted in Fiscal Year 2013 (July 2013); however, the public hearing must be held at this time. This request is based on citizen input as well as local and state planning objectives presented at previous Public Hearings.

Conclusion

If approval is granted and funding awarded, the Community Action, Housing Services Program will be able to provide services in the form of single family home owner rehabilitation to eligible citizens residing in Gila County. Resolution No. 12-05-02 authorizes adopting a Residential Anti-Displacement and Relocation Assistance Plan for FY2012, as required under section 104(d) of the Housing and Community Development Act of 1974 as amended. Resolution No. 12-05-03 authorizes the adoption of Housing Services Program Guidelines dated April 3, 2012, in relation to an application(s) for FY 2012 State Community Development Block Grant Regional Account and State Special Project Funds for a housing rehabilitation activity. Resolution No. 12-05-04 authorizes the submission of an Application for FY 2012 State Community Development Block Grant Regional Account and State Special Projects Funds, certifying that said application (s) meets the community's previously identified housing and community development needs and the requirements of the State CDBG Program, and authorizing all actions necessary to implement and complete the activities outlined in said application.

Recommendation

The Community Action/Housing Services Manager recommends that the Board of Supervisors approve this request to apply for CDBG funding.

Suggested Motion

Public Hearing - Information/Discussion/Action to authorize the submission of an Application for FY 2012 State Community Development Block Grant (CDBG) funds in the amount of $104,276 that will be used for a proposed CDBG housing rehabilitation project in Gila County and an additional $300,000 in State Special Project funds to be utilized for Rehabilitation, Acquisition and Replacement Housing for FY 2013 and to adopt related Resolution Nos. 12-05-02, 12-05-03, 12-05-04, which are included as part of the application. **(Malissa Buzan)**

Attachments

Community Development Block Grant Application FY2012

Housing Services Guidelines FY2012

Resolution No. 12-05-02

Resolution No. 12-05-03

Resolution N. 12-05-04

CDBG Grant App-Public Hearing Notice FY2012

CDBG Disclosure Report FY2012

CDBG ERR_14_Reevaluation FY2012

SUMMARY OF FORMS

Form 1. Application Cover Sheet	
Form 2. General Administration, Summary Sheet	
Form 3. Activity Budgets (excluding Administration)	
For Forms 4 through 9, choose only ONE of the following forms should be submitted for EACH activity, unless otherwise noted. Each should also include the correct form for National Objective Compliance (Form ALM, LC, or SB)	
• Form 4. Public Works and Safety Facilities Equipment	
• Form 5. Community and Supportive Housing Facilities/Barrier Removal	
• Form 6. Public Services	
• Form 7. Neighborhood Revitalization and Redevelopment	
• Form 8. Housing	
• Form 9. Economic Development/Job Creation or Retention (Form 13 or Form 14 may also be required.)	
For Forms 10 through 16, Forms 12 and 16 are mandatory, and remaining forms should be completed as applicable.	
• Form 10. Urgent Needs.	
• Form 11. Colonias (submit for all activities to be funded from the Colonias set aside)	
• Form 12. Demographic/Racial and Ethnicity Data National Objective (for each activity as applicable)	
• Form 13. Areawide LM National Objective(for each activity as applicable)	
• Form 14. Limited Clientele LM National Objective (for each activity as applicable)	
• Form 15. Slum/Blight National Objective (for each activity as applicable)	
• Form 16. CDBG Milestones for project planning	
• Form 16-HR. CDBG Milestones for Housing Rehab project planning	

Table of Contents - ALL pages in the application are to be numbered consecutively. If a page is inserted after the initial numbering has been done, it can be shown as "page 11.a". or "15.a.b.c. etc." to avoid renumbering pages. A section labeled Miscellaneous with no subheadings is **not** acceptable

The entire application should be two-hole punched at the top and secured (clasp, staple, etc.). Do not submit applications in binders.

Applicants are strongly encouraged to use this checklist and include it with the Application, as it can benefit Applicant by improving the quality of the Application and expediting processing.

FORM 1

FY 12/13 COMMUNITY DEVELOPMENT BLOCK GRANT

APPLICATION COVER SHEET

CDBG CONTRACT NO.

☒	A. Regional Account (RA) COG: CAAG	☐	B. State Special Project (SSP)
☐	C. Colonias	☐	D. NRS: Date approved: / / Approval on page:

1. Applicant and DUNS Number: Gila County 02407139	**2. Legislative/ Congressional Districts:** 1 / 5
3. Address (with 9-digit zip code): 5515 S. Apache Avenue, Suie 200, Globe, AZ 85501-4430 **Name of County Applicant Located In:** Gila	
4. Contact Person/Title (Grantee) David J.H. Fletcher/Director	**5. Contact Person/Title (COG/Other):** Malissa Buzan, Gila County Housing Services Manager
Phone/Fax/Email: 928-425-7631/928-425-9468/dfletcher@gilacountyaz.gov	**Phone/Fax/Email:** 928-402-8693/928-425-9468/mbuzan@gilacountyaz.gov

6. Complete the following information for the activities for which you are requesting funds in a single contract (maximum of 2 including Administration). Complete an additional Form 1 for each additional activity included in the application. Item d: Fund types are (1) Leverage, (2) Program Income, or (3) Other.

a. Activity Name	b. CDBG Funds	c. Non-CDBG Funds	d. Fund Type	e. Total Funds
1. Administration	18,769.00			18,769.00
2. OOHR	85,507.00			85,507.00

Total CDBG Funds Requested for this Project (Activities #1 and #2): $ 104,276.00

8. List **all other** activities applied for this fiscal year. Indicate by ☒ which application includes the required general information (Certifications, Disclosure Report, etc.) and administration funds. Note that there will be a separate contract for each activity except Administration.

Activity Name	Amount (CDBG $ only)	CDBG USE ONLY - Contract No.
☐ a.		
☐ b.		
☐ c.		
☐ d.		

9. Total CDBG Funds Requested (all activities applied for this fiscal year, including administration): $

10. Certification: To the best of my knowledge and belief, data in this application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached Certifications if the assistance is approved.

Signature of the Chief Elected Official	Date: 5/22/12
Name (typed): Tommie Cline Martin	Title: Chairman, Gila County Board of Supervisors

FORM 2
COMMUNITY DEVELOPMENT BLOCK GRANT
GENERAL ADMINISTRATION SUMMARY

1. **Applicant: Gila County Community Services Division**

ITEM		a. CDBG $	b. Non-CDBG $*	c. Total
2. TAAP. Total costs for COG Technical Assistance and Application Preparation, as per local government/ COG Agreement		500.00		500.00
3. Salaries, Wages, Fringe Benefits	% or Hours			
3.1 Position #1 Title: Director	5%	5,342.00		5,342.00
3.2 Position #2 Title: Admin . Assistant	5%	2,686.00		2,686.00
3.3 Position #3 Title: Accountant	6%	2,960.00		2,960.00
3.4 Position #4 Title: Fiscal Manager	6%	4,280.00		4,280.00
4. Professional Services (Contractual)				
4.1 For:				
4.2 For:				
4.3 For:				
5. Travel		150.00		150.00
6. Office Supplies and Equipment		501.00		501.00
7. Advertising/Publications		250.00		250.00
8. Indirect Costs (% documented by cost allocation plan)		2,000.00		2,000.00
9. Other Operating Expenses *(specify)*				
9.1 Item 1:				
9.2 Item 2:				
9.3 Item 3:				
9.4 Other (Fair Housing, Section 504, etc.)		100.00		100.00
10. **TOTALS**		17,769.00		18,769.00

* **Indicate in parentheses if the amount is Leverage (L), Program Income (PI), or Other (O). If the amount is a mixture of different types of funds, indicate the amount for each type.**

11. a. Indicate who will be in charge of the financial record keeping (give name and title):
Bree'na York

b. Provide the street address for the location of the financial records:
5515 S. Apache Ave. Suite 200
Globe, AZ 85501

FORM 2
COMMUNITY DEVELOPMENT BLOCK GRANT
GENERAL ADMINISTRATION SUMMARY

LINE ITEM INSTRUCTIONS:

1. Use the full name of the applicant community.

2. ***Complete this item for RA application only.*** Show ONLY the costs of Technical Assistance and Application Preparation (TAAP) provided by the COG.

3. Show the title of the positions and the amounts for personnel directly involved in application preparation and administering the activities in this application (e.g. Town Clerk, accountant). Indicate the percent of time or the total hours of each person. If necessary, clarify hours vs. percentage in an attachment. Costs for application preparation not considered TAAP fees should be included.

4. Show the amounts to be expended on contracted services. These items cover those services generally provided under a professional services contract or letter of agreement for administration of the grant (i.e., legal or accounting services, COG grant administration, audits).

5.-6. Indicate the amounts necessary to administer the activities in this application.

7. Show the amount that has been budgeted for the required newspaper advertising. The cost of Public Notices and advertisement for bids for goods and services may be allocated here or to the actual activity.

8. OMB Circular A-87 allows for the charging of certain indirect costs to the CDBG program. The applicant must submit a copy of the Indirect Cost Allocation Plan with the application.

9. Describe all other costs related to the application for and administration of THIS specific contract including those associated with 504 and Fair Housing. **NOTE:** If these costs will exceed $1,000, attach a separate detailed budget and reference the page number.
   - Examples of other costs include subscriptions, postage, telephone, vehicle expense, insurance, education/training, and registration fees.
   - Examples of 504 costs include time devoted to updating a self-evaluation and transition plan, publication of notices, and outreach mailings; these costs can even include the purchase of small items of equipment such as door handles, a drinking cup dispenser, and appropriate signage.
   - Examples of costs to "affirmatively further fair housing" include preparation of an Analysis to Impediments or a Fair Housing brochure, publicity relating to fair housing activities, and travel expenses for consultants to present fair housing programs.

10. Show all totals.

11.a. If more than one person is identified, include an explanation.

11.b. This must identify the **physical** location of the records rather than a post office box mailing address. Financial record keeping responsibilities may be delegated but they remain the ultimate responsibility of the applicant.

FORM 3
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY BUDGET

ARIZONA DEPARTMENT OF HOUSING

1. Applicant: Gila County Community Services Div.	2. Activity Name: OOHR		
	a. CDBG $	b. Non-CDBG $	c. TOTAL $
3. Environmental Review Record Check box if included in Administration ☐			
4. Design/Engineering/Inspection (or other Professional Services related to project) Previously Procured ☐ Procure ☐ In-House ☐	$0.00		$0.00
5. Construction Contract Work (include materials and DB wage rates)	$70,115.74	$0.00	70,115.74
6. Fixed Asset Equipment	$0.00	$0.00	0
7. Land Acquisition (includes easements) *(must comply with the Uniform Relocation Act)*	$0.00	$0.00	0
8. Rehabilitation Services (if this exceeds 20% of total activity costs, attach a rationale) Procure ☒ In-House ☐	$15,391.26	$0.00	$15,391.26
9. Other (specify or attached as page):	$0.00	$0.00	$0.00
10. For City/Town, County or Other Construction			
10.1 Purchase of materials	$0.00	$0.00	$0.00
10.2.a Employees (documentation attached as page regarding number of employees, wages, number of hours, etc.)	$0.00	$0.00	$0.00
10.2.b Offenders	$0.00	$0.00	$0.00
10.2.c Volunteers	$0.00	$0.00	$0.00
10.3 Equipment (Use vs. Purchase) (documentation attached regarding rental rates, number of hours to be used, type of equipment, etc.)	$0.00	$0.00	$0.00
10.4 Other (attached as page)	$0.00	$0.00	$0.00
11. **TOTALS**	$85,507.00	$0.00	85,507.00

FORM 8
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY DESCRIPTION:
HOUSING ACTIVITIES

1. **Applicant: Gila County Community Services Division**

2. **Activity Name: Owner Occupied Housing Rehabilitation**

3. **Map(s) attached as page(s)**

Examples of eligible housing activities include: private housing rehabilitation, public housing rehabilitation and modernization, infrastructure in support of new housing, new construction by eligible sub-recipients, housing services, property acquisition or conversion.

4. Type of Housing Activity (check all which apply):

a. ☒ Single family unit, owner-occupied residential rehabilitation (Housing Rehab Guidelines required)

b. ☐ Residential rental rehabilitation, one or two units (one of which must be occupied by low and moderate income persons) (Guidelines required)

c. ☐ Residential rental rehabilitation, more than two units (51% low and moderate income persons)

d. ☐ New housing construction (only eligible if executed by a sub-recipient)
Proforma attached as page

e. ☐ Acquisition or conversion of property for housing
Proforma attached as page

f. ☐ Housing services

g. ☐ Lead-based paint hazard evaluation and reduction

h. ☐ Infrastructure related to a proposed housing project
Proforma attached as page

i. ☐ Home Ownership Assistance (Home Ownership Assistance Guidelines required)

j. ☐ NRS Area (If the activity will take place in an approved NRS area, persons do not need to be income qualified. However, the applicant must also complete Form 13 and attach to application as page .)

k. ☐ Commercial Rehabilitation

l. ☐ Other (describe):

5. **WHAT ARE YOU GOING TO DO?**

Describe the activity and what is intended to be accomplished. See instructions.
Owner Occupied Housing Rehabilitation - This activity will be conducted with in Gila County boundaries except reservation land. OOHR will complete 2 projects @ 42,753.00 (each participant will meet the low/mod income qualifications) in the form of a forgivable non-interest bearing deferred payment loan. The option of replacement may be performed as per our Housing Rehab Guidelines. Each participant will be selected on a first come, first served basis from Gila County's housing rehabilitation waiting list. All rehabilitation services will be done by in house staff and all construction services will be done by licensed and insured general contractors that meet the Gila County and State criteria.

6. For construction or acquisition or conversion of property, complete the following:

a. Is the site properly zoned? Yes ☐ No ☐ If no, when will the zoning issue be resolved?
n/a

b. Are all utilities presently available to the site? ☐ Yes ☐ No If no, which utilities must be brought to the site? **n/a**
Who has the responsibility for bringing utilities to the site? **n/a**

c. Provide copy of deed of ownership as page **n/a**

7. **WHY ARE YOU GOING TO DO IT?**

Describe the problems and conditions or other factors that indicate a need for the activity.
Gila County has an area fo 4,768 square miles. With a high percentage of homes built before 1939. Our housing stock is in a very poor condition, especially in the southern part of Gila County, with a high percentage of elderly population. We would like to continue to preserve our housing stock allowing our elderly and low-income population to remain in their homes as long as possible. Our economic outloook has remained dismal, with above average unemployment rates hovering around 10%, and waves of foreclosure emergencies and ressession, that the rest of the State of Arizona is experiencing, our housing stock continues to be wholly inadequate and our waiting list for OOHR runs at the 100 applicants range. That is why we propose to rehabilitate 2 owner occupied single family residences.

8. Indicate:

a. Total Number of People to be Served: 3	d. Total Number of Units: 2
b. Total Low Moderate People: 3	e. Total Low Moderate Units: 2
c. LM Percentage: 80%	f. Source of Information as page:

9. Will there be program income generated from the activity? ☐ Yes ☒ No

If yes, describe the program income source and estimated amount. If a DPL is required, this must be completed and RLF procedures developed and submitted for approval to CDBG.

10. Describe the income qualification process to be used. Include the name, title, and phone number of the persons responsible for the process and indicate the date the information was obtained.

Participants will be income qualified according to current Gila County Rehab Guideliens that were approvied by Arizona Department of Housing staff. Malissa Buzan, Gila County Housing Services Manager, will be rdponsible for the process.

11. If applicable, it is assumed that the activity will use federal Housing Quality Standards (HQS) as the housing rehabilitation standard. If HQS or a more stringent state or local code will not be adhered to, describe the code or standard that will be used and provide a rationale for the proposed standard. This cannot be "NA." ***Please specify the specific code that will be followed in your rehab program, which at a minimum must be HQS.***

All housing rehab projects will meet at a minimum State Rehabilitation Standards, Department of Energy Codes and all local codes according to County and/or city or town. This will ensure all health and safety standards will be met.

12. **For housing acquisition, conversion, or new construction projects and programs,** indicate the entities that will act as the owner, developer, and manager, including a name, title, address and phone number of a responsible official for each entity (if available).
n/a

13. a. For **housing acquisition, construction, or conversion projects,** attach documentation verifying a commitment to finance the project and make the dwellings available to low and moderate income households as page **n/a.**

    b. Proforma attached as page **n/a**

14. For **all rental housing projects and programs:**

    a. attach a listing of the rents to be charged after rehabilitation (which must be affordable);

    b. a definition of affordable;

    c. a method whereby such were made public; and

    d. if available, submit a copy of the draft agreement with the landlord that includes the process to be used to solicit tenants (see page **n/a)**

15. For homeownership assistance, include the following:

a. Indicate if potential homeowners will seek their own financing. If a particular financing entity has been identified, provide the name, address and contact person for that entity.
n/a

b. Name, address, and phone number of the entity that will provide housing support services:
n/a

16. Ensure that any permanent relocation or displacement impacts of the project have been considered. This could potentially occur with the removal of low income housing stock from the market through demolition, acquisition, or conversion of dwellings. Contact the Council of Governments or CDBG Program staff for details.

Permanent Relocation/displacement anticipated? ☐ Yes (Describe plans or see page) ☒ No

17. If assistance to an eligible non-profit organization is proposed, supplemental information must be provided with your application. This information must include:

a. Copy of articles of incorporation attached as page n/a

b. By-laws attached as page n/a

c. Tax exempt status attached as page n/a

d. Current board of directors attached as page n/a

b. Most recent audit and financial report attached as page n/a

c. Civil Rights Certification attached as page n/a

d. Financial Management Certification attached as page n/a

h. Statement from the Corporation Commission that the corporation has not been dissolved and is currently in good standing, attached as page n/a

FORM 8
COMMUNITY DEVELOPMENT BLOCK GRANT
ACTIVITY DESCRIPTION:
HOUSING ACTIVITIES

1. List the full name of the applicant community.

2. List the Activity name.

3. Attach location map(s) and indicate the page number. See Map Instructions for additional information.

4. Identify the applicable activity. In most cases only one activity will be indicated. If more than one is anticipated, contact the CDBG Program for guidance.

5. Describe the activity to be undertaken and what it is intended to accomplish. The description must include the following components as applicable and contain both **quantitative** and **narrative** information. The grantee will be required to report progress based on the information provided for the yearly Interim Performance Report. Describe all sources of funding and all entities involved. Provide current ownership information regarding any property involved, and the geographic area targeted for assistance. If CDBG funds will be used for off site improvements, indicate the location of the actual housing to be constructed.

   - Name of street(s), neighborhood to include the address (to include zip + 4) and size and characteristics of the specific site;
   - Name of unincorporated community and relationship to major landmarks;
   - Major components of the proposed project;
   - Design of the program, e.g. grants, loans, DPLs and maximum/minimums;
   - Owner/operator of the facility or program and the specific clientele, if applicable;
   - Name and address of the sub-recipient, if applicable;
   - Name and address of the lending institution involved, if applicable;
   - size of proposed new development;
   - Name and address of the building developer, if applicable.

   If the project is extensive, it should be preceded by a summary statement (e.g., 20 parcels of land, totaling X will be acquired; 12 streets, totaling X L.F. will be paved using X materials; and X L.F. of 4 foot wide sidewalks will be constructed). This information can then be followed with more detailed information for each street.

   NOTE: Ensure that the size of the proposed activity is appropriate and will primarily serve the **current** or proposed target population. If the size of the proposed activity is larger than standard, provide a rationale, identified by page number. The CDBG Program may conduct independent research to verify the reasonableness of the size of the facility or project.

   If the applicant is proposing a lump sum drawdown (allowable ONLY for housing rehabilitation), contact the CDBG Program immediately for specific requirements that apply to such a program design. These requirements include services to be provided by the lending institution(s), the basis for the amount requested and a funds utilization timeline. These items need to be incorporated into the written agreement with the lending institution, which should acknowledge by a letter of commitment that it understands these requirements. A copy of the letter

should be included in the application. Prior to the draw down of funds, the CDBG Program will review and approve this agreement.

6. For construction, acquisition or conversion of property, complete items 6a-c. If 'not applicable', indicate by writing 'n/a' next to each item.

7. Describe problems and conditions or other factors that support the need for this activity.

8. Indicate the total number of housing units to be served, the total LM units, the total number of persons to be served, the total LM persons and the percent LM (d.÷c. X 100).

   Demographic/Race (f) will usually reflect that of the head of household (however that term is defined) and should reflect the **total** number of people v. the number of households.

   Please use Form 12 to show Demographic/Race information.

9. Review this *Handbook* and the *Grant Administration Handbook* for more detailed information about Program Income (PI).

   If no PI is anticipated indicate such by a NO. If a DPL program is required, this section must be completed and Revolving Loan Fund procedures developed and submitted to CDBG for approval.

   EXAMPLE: The City has and wants to continue a housing rehab program, which generates about $5,000 a month in PI from loan repayments. The source would thus be: housing rehab from both prior years and this proposed grant; the estimated amount would be $5,000. This PI will continue to be placed in a Revolving Loan Fund to continue the same activity (rehab).

10. Describe the income qualification process.

    EXAMPLE: "The PHA Director, Ms. Vera Homey, who can be reached at 987-6543, will oversee this process, confirmed on (date). See Page XXX for a list of the income levels used by the PHA and the documents requested to be submitted for this determination process."

11. Describe if Housing Quality Standards (HQS) or a more stringent local code or standard will be adhered to.

12. For housing acquisition, conversion or new construction, indicate the entities, title and contact information for those that will act as the owner, developer and manager.

13. Ensure that documentation is attached to verify a commitment to finance the project and to make the appropriate percentage of dwellings available to LM persons. In most cases, a complete budget for the entire project (vs. only the CDBG funded portion) will be required for ADOH review. Identify this document by page number. Applicants for such projects are strongly encouraged to contact the CDBG Program well in advance of the application deadline to discuss what documents should be submitted and those that should be reviewed prior to that date.

    A financing commitment will usually be contingent upon receipt of the CDBG funds and may include any of the following: a) a letter from a private lending institution that agrees to provide financing; b) a letter from another public program, such as HOME, Housing Trust Fund, USDA (RD), HUD direct funding (such as HOPE) or HHS; or

c) a letter from a non-profit or foundation. Each must be signed by a responsible party and must include a date and telephone number. Each item should be identified by page number ON THIS FORM.

NOTE: Most activities involving an entity other than the applicant itself (which includes all projects resulting in new housing construction whether funded by CDBG or another source), will likely result in contract Special Conditions. These must be addressed within given timelines prior to the release of funds or may result in a termination of the contract. Timelines are negotiable between the applicant, COG (if applicable) and the CDBG Program.

14. Affordable rents are generally considered to be 30% of family income. If another standard is indicated, a rationale should be included. The most common method to make the rents "public" is to discuss them at a Council or Board of Supervisors' meeting, noticed in compliance with Arizona Revised Statutes. Additionally, it is recommended that the applicant publish a notice in a local paper and/or publicize this information in locations likely to be frequented by LM persons seeking housing, such as the DES office, the PHA or a homeless shelter.

15. Complete for homeownership assistance only. If this is not applicable, please indicate so by placing the words "not applicable" or the abbreviation "n/a" for this question.

16. Indicate whether any relocation or displacement is anticipated. If the proposed activity involves the demolition, acquisition or conversion of dwellings, the applicant must be prepared to document whether such are "occupied or occupiable" and must also be prepared to replace such housing and/or pay significant relocation costs to dwellers of such structures.

17. Attach eligible non-profit organization materials indicated in items 17a-h.

FORM 12
COMMUNITY DEVELOPMENT BLOCK GRANT
NATIONAL OBJECTIVE COMPLIANCE
DEMOGRAPHIC/RACIAL DATA

1. Applicant Name	Gila County Community Services Division	2. Project Name	Owner Occupied Housing Rehabilitation

This form should be used to capture demographic/racial data for CDBG-funded projects.

3. **Demographic/Ethnicity Data**

a) Source of Racial/Demographic Data: U.S. Census Data
b) See page(s):

Demographic Category	Number/ # 4a)	Percentage/ % 4b)	Hispanic/Latino Ethnicity/# 5a)	Percentage/ % 5b)
Single Race Categories				
White	1	50%	1	50%
Black/African American	1	50%		
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
Multi-Race Categories:				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other Multi-Racial				
Non-Hispanic/Latino Ethnicity				
TOTAL 6)	2	100%	1	50%

Total Hispanic/Latino Ethnicity 7)			1	

For reporting purposes, Hispanic is no longer classified as a race, but as an ethnic category. Thus, those collecting data on race must also ask the individual if he/she considers his/herself to be of Hispanic ethnicity. The Hispanic ethnicity has the potential to span across all races. Those who are White, Black, Asian, Pacific Islanders, American Indian, or Other Multi-Racial may also be counted as being Hispanic.

State & County QuickFacts

Arizona

People QuickFacts	Arizona	USA
Population, 2011 estimate	6,482,505	311,591,917
Population, 2010	6,392,017	308,745,538
Population, percent change, 2000 to 2010	24.6%	9.7%
Population, 2000	5,130,632	281,421,906
Persons under 5 years, percent, 2010	7.1%	6.5%
Persons under 18 years, percent, 2010	25.5%	24.0%
Persons 65 years and over, percent, 2010	13.8%	13.0%
Female persons, percent, 2010	50.3%	50.8%
White persons, percent, 2010 (a)	73.0%	72.4%
Black persons, percent, 2010 (a)	4.1%	12.6%
American Indian and Alaska Native persons, percent, 2010 (a)	4.6%	0.9%
Asian persons, percent, 2010 (a)	2.8%	4.8%
Native Hawaiian and Other Pacific Islander, percent, 2010 (a)	0.2%	0.2%
Persons reporting two or more races, percent, 2010	3.4%	2.9%
Persons of Hispanic or Latino origin, percent, 2010 (b)	29.6%	16.3%
White persons not Hispanic, percent, 2010	57.8%	63.7%
Living in same house 1 year & over, 2006-2010	79.8%	84.2%
Foreign born persons, percent, 2006-2010	14.2%	12.7%
Language other than English spoken at home, pct age 5+, 2006-2010	27.1%	20.1%
High school graduates, percent of persons age 25+, 2006-2010	85.0%	85.0%
Bachelor's degree or higher, pct of persons age 25+, 2006-2010	26.3%	27.9%
Veterans, 2006-2010	542,210	22,652,496
Mean travel time to work (minutes), workers age 16+, 2006-2010	24.8	25.2
Housing units, 2010	2,844,526	131,704,730
Homeownership rate, 2006-2010	67.4%	66.6%
Housing units in multi-unit structures, percent, 2006-2010	20.7%	25.9%
Median value of owner-occupied housing units, 2006-2010	$215,000	$188,400
Households, 2006-2010	2,326,468	114,235,996
Persons per household, 2006-2010	2.63	2.59
Per capita money income in past 12 months (2010 dollars) 2006-2010	$25,680	$27,334
Median household income 2006-2010	$50,448	$51,914
Persons below poverty level, percent, 2006-2010	15.3%	13.8%

Business QuickFacts	Arizona	USA
Private nonfarm establishments, 2009	134,072[1]	7,433,465
Private nonfarm employment, 2009	2,122,265[1]	114,509,626

Private nonfarm employment, percent change 2000-2009	10.6%[1]	0.4%
Nonemployer establishments, 2009	379,818	21,090,761
Total number of firms, 2007	491,529	27,092,908
Black-owned firms, percent, 2007	2.0%	7.1%
American Indian- and Alaska Native-owned firms, percent, 2007	1.9%	0.9%
Asian-owned firms, percent, 2007	3.3%	5.7%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	S	0.1%
Hispanic-owned firms, percent, 2007	10.7%	8.3%
Women-owned firms, percent, 2007	28.1%	28.8%
Manufacturers shipments, 2007 ($1000)	57,977,827	5,338,306,501
Merchant wholesaler sales, 2007 ($1000)	57,573,459	4,174,286,516
Retail sales, 2007 ($1000)	86,758,801	3,917,663,456
Retail sales per capita, 2007	$13,637	$12,990
Accommodation and food services sales, 2007 ($1000)	13,268,514	613,795,732
Building permits, 2010	12,370	604,610
Federal spending, 2009	62,943,007[1]	3,175,336,050[2]

Geography QuickFacts	Arizona	USA
Land area in square miles, 2010	113,594.08	3,531,905.43
Persons per square mile, 2010	56.3	87.4
FIPS Code	04	

1: Includes data not distributed by county.
2: Includes data not distributed by state.

Population estimates for counties will be available in April, 2012 and for cities in June, 2012.

(a) Includes persons reporting only one race.
(b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information
F: Fewer than 100 firms
FN: Footnote on this item for this area in place of data
NA: Not available
S: Suppressed; does not meet publication standards
X: Not applicable
Z: Value greater than zero but less than half unit of measure shown

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits, Consolidated Federal Funds Report
Last Revised: Tuesday, 17-Jan-2012 16:41:37 EST

State & County QuickFacts

Gila County, Arizona

People QuickFacts	Gila County	Arizona
Population, 2011 estimate	NA	6,482,505
Population, 2010	53,597	6,392,017
Population, percent change, 2000 to 2010	4.4%	24.6%
Population, 2000	51,335	5,130,632
Persons under 5 years, percent, 2010	5.7%	7.1%
Persons under 18 years, percent, 2010	21.4%	25.5%
Persons 65 years and over, percent, 2010	23.2%	13.8%
Female persons, percent, 2010	50.3%	50.3%
White persons, percent, 2010 (a)	76.8%	73.0%
Black persons, percent, 2010 (a)	0.4%	4.1%
American Indian and Alaska Native persons, percent, 2010 (a)	14.8%	4.6%
Asian persons, percent, 2010 (a)	0.5%	2.8%
Native Hawaiian and Other Pacific Islander, percent, 2010 (a)	0.1%	0.2%
Persons reporting two or more races, percent, 2010	2.0%	3.4%
Persons of Hispanic or Latino origin, percent, 2010 (b)	17.9%	29.6%
White persons not Hispanic, percent, 2010	65.9%	57.8%
Living in same house 1 year & over, 2006-2010	87.3%	79.8%
Foreign born persons, percent, 2006-2010	3.1%	14.2%
Language other than English spoken at home, pct age 5+, 2006-2010	16.9%	27.1%
High school graduates, percent of persons age 25+, 2006-2010	83.4%	85.0%
Bachelor's degree or higher, pct of persons age 25+, 2006-2010	15.0%	26.3%
Veterans, 2006-2010	5,942	542,210
Mean travel time to work (minutes), workers age 16+, 2006-2010	18.9	24.8
Housing units, 2010	32,698	2,844,526
Homeownership rate, 2006-2010	78.3%	67.4%
Housing units in multi-unit structures, percent, 2006-2010	4.8%	20.7%
Median value of owner-occupied housing units, 2006-2010	$156,100	$215,000
Households, 2006-2010	19,704	2,326,468
Persons per household, 2006-2010	2.65	2.63
Per capita money income in past 12 months (2010 dollars) 2006-2010	$19,600	$25,680
Median household income 2006-2010	$37,580	$50,448
Persons below poverty level, percent, 2006-2010	18.9%	15.3%

Business QuickFacts	Gila County	Arizona
Private nonfarm establishments, 2009	1,086	134,072[2]
Private nonfarm employment, 2009	11,724	2,122,265[2]

Private nonfarm employment, percent change 2000-2009	-9.5%	10.6%[2]
Nonemployer establishments, 2009	3,565	379,818
Total number of firms, 2007	5,250	491,529
Black-owned firms, percent, 2007	F	2.0%
American Indian- and Alaska Native-owned firms, percent, 2007	4.3%	1.9%
Asian-owned firms, percent, 2007	S	3.3%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	F	S
Hispanic-owned firms, percent, 2007	S	10.7%
Women-owned firms, percent, 2007	28.7%	28.1%
Manufacturers shipments, 2007 ($1000)	0[1]	57,977,827
Merchant wholesaler sales, 2007 ($1000)	D	57,573,459
Retail sales, 2007 ($1000)	550,763	86,758,801
Retail sales per capita, 2007	$10,545	$13,637
Accommodation and food services sales, 2007 ($1000)	106,693	13,268,514
Building permits, 2010	73	12,370
Federal spending, 2009	618,574	62,943,007[2]

Geography QuickFacts	**Gila County**	**Arizona**
Land area in square miles, 2010	4,757.93	113,594.08
Persons per square mile, 2010	11.3	56.3
FIPS Code	007	04
Metropolitan or Micropolitan Statistical Area	Payson, AZ Micro Area	

1: Counties with 500 employees or less are excluded.
2: Includes data not distributed by county.

Population estimates for counties will be available in April, 2012 and for cities in June, 2012.

(a) Includes persons reporting only one race.
(b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information
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Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits, Consolidated Federal Funds Report
Last Revised: Tuesday, 31-Jan-2012 16:47:35 EST

U.S. Census Bureau

FactFinder

DP04 **SELECTED HOUSING CHARACTERISTICS**
2006-2010 American Community Survey 5-Year Estimates

Legend: show/hide rows and columns | collapse/expand data categories | rearrange columns | rearrange rows | sort ascending/descending | filter rows

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2010, the 2010 Census provides the official counts of the population and housing units for the nation, states, counties, cities and towns. For 2006 to 2009, the Population Estimates Program provides intercensal estimates of the population for the nation, states, and counties.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Subject	Arizona			
	Estimate	Estimate Margin of Error	Percent	Percent Margin of Error
HOUSING OCCUPANCY				
Total housing units	2,776,037	+/-474	2,776,037	(X)
Occupied housing units	2,326,468	+/-7,863	83.8%	+/-0.3
Vacant housing units	449,569	+/-7,865	16.2%	+/-0.3
Homeowner vacancy rate	3.7	+/-0.2	(X)	(X)
Rental vacancy rate	10.2	+/-0.3	(X)	(X)
UNITS IN STRUCTURE				
Total housing units	2,776,037	+/-474	2,776,037	(X)
1-unit, detached	1,741,053	+/-4,156	62.7%	+/-0.1
1-unit, attached	142,924	+/-2,178	5.1%	+/-0.1
2 units	39,024	+/-1,326	1.4%	+/-0.1
3 or 4 units	93,609	+/-2,324	3.4%	+/-0.1
5 to 9 units	123,595	+/-3,058	4.5%	+/-0.1
10 to 19 units	145,108	+/-3,084	5.2%	+/-0.1
20 or more units	172,911	+/-2,934	6.2%	+/-0.1
Mobile home	305,355	+/-3,184	11.0%	+/-0.1
Boat, RV, van, etc.	12,458	+/-892	0.4%	+/-0.1
YEAR STRUCTURE BUILT				
Total housing units	2,776,037	+/-474	2,776,037	(X)
Built 2005 or later	211,425	+/-2,978	7.6%	+/-0.1
Built 2000 to 2004	426,110	+/-4,107	15.3%	+/-0.1
Built 1990 to 1999	585,528	+/-4,129	21.1%	+/-0.1
Built 1980 to 1989	546,844	+/-4,401	19.7%	+/-0.2
Built 1970 to 1979	516,715	+/-4,446	18.6%	+/-0.2
Built 1960 to 1969	218,970	+/-3,382	7.9%	+/-0.1
Built 1950 to 1959	171,694	+/-2,542	6.2%	+/-0.1
Built 1940 to 1949	52,196	+/-1,691	1.9%	+/-0.1
Built 1939 or earlier	46,755	+/-1,322	1.7%	+/-0.1
ROOMS				
Total housing units	2,776,037	+/-474	2,776,037	(X)
1 room	51,025	+/-1,606	1.8%	+/-0.1
2 rooms	99,333	+/-2,038	3.6%	+/-0.1
3 rooms	270,048	+/-3,686	9.7%	+/-0.1
4 rooms	497,554	+/-4,562	17.9%	+/-0.2
5 rooms	625,617	+/-5,316	22.5%	+/-0.2
6 rooms	529,852	+/-4,381	19.1%	+/-0.2
7 rooms	342,047	+/-3,238	12.3%	+/-0.1

Subject	Arizona Estimate	Estimate Margin of Error	Percent	Percent Margin of Error
8 rooms	191,421	+/-3,062	6.9%	+/-0.1
9 rooms or more	169,140	+/-2,805	6.1%	+/-0.1
Median rooms	5.3	+/-0.1	(X)	(X)
BEDROOMS				
Total housing units	2,776,037	+/-474	2,776,037	(X)
No bedroom	57,135	+/-1,492	2.1%	+/-0.1
1 bedroom	332,197	+/-3,793	12.0%	+/-0.1
2 bedrooms	780,677	+/-4,977	28.1%	+/-0.2
3 bedrooms	1,035,887	+/-5,270	37.3%	+/-0.2
4 bedrooms	465,814	+/-4,344	16.8%	+/-0.2
5 or more bedrooms	104,327	+/-2,132	3.8%	+/-0.1
HOUSING TENURE				
Occupied housing units	2,326,468	+/-7,863	2,326,468	(X)
Owner-occupied	1,568,513	+/-9,416	67.4%	+/-0.2
Renter-occupied	757,955	+/-5,191	32.6%	+/-0.2
Average household size of owner-occupied unit	2.65	+/-0.01	(X)	(X)
Average household size of renter-occupied unit	2.58	+/-0.02	(X)	(X)
YEAR HOUSEHOLDER MOVED INTO UNIT				
Occupied housing units	2,326,468	+/-7,863	2,326,468	(X)
Moved in 2005 or later	993,125	+/-6,633	42.7%	+/-0.3
Moved in 2000 to 2004	602,034	+/-5,902	25.9%	+/-0.2
Moved in 1990 to 1999	455,392	+/-5,344	19.6%	+/-0.2
Moved in 1980 to 1989	155,735	+/-2,541	6.7%	+/-0.1
Moved in 1970 to 1979	80,145	+/-1,739	3.4%	+/-0.1
Moved in 1969 or earlier	40,037	+/-1,230	1.7%	+/-0.1
VEHICLES AVAILABLE				
Occupied housing units	2,326,468	+/-7,863	2,326,468	(X)
No vehicles available	151,553	+/-2,932	6.5%	+/-0.1
1 vehicle available	865,856	+/-5,992	37.2%	+/-0.2
2 vehicles available	900,037	+/-6,581	38.7%	+/-0.2
3 or more vehicles available	409,022	+/-4,332	17.6%	+/-0.2
HOUSE HEATING FUEL				
Occupied housing units	2,326,468	+/-7,863	2,326,468	(X)
Utility gas	843,402	+/-6,146	36.3%	+/-0.2
Bottled, tank, or LP gas	78,699	+/-1,922	3.4%	+/-0.1
Electricity	1,325,309	+/-5,597	57.0%	+/-0.2
Fuel oil, kerosene, etc.	1,665	+/-285	0.1%	+/-0.1
Coal or coke	594	+/-131	0.0%	+/-0.1
Wood	45,284	+/-1,410	1.9%	+/-0.1
Solar energy	1,237	+/-223	0.1%	+/-0.1
Other fuel	7,697	+/-649	0.3%	+/-0.1
No fuel used	22,581	+/-1,018	1.0%	+/-0.1
SELECTED CHARACTERISTICS				
Occupied housing units	2,326,468	+/-7,863	2,326,468	(X)
Lacking complete plumbing facilities	17,557	+/-791	0.8%	+/-0.1
Lacking complete kitchen facilities	21,037	+/-965	0.9%	+/-0.1
No telephone service available	106,707	+/-2,423	4.6%	+/-0.1
OCCUPANTS PER ROOM				
Occupied housing units	2,326,468	+/-7,863	2,326,468	(X)
1.00 or less	2,227,350	+/-7,926	95.7%	+/-0.1
1.01 to 1.50	70,545	+/-1,889	3.0%	+/-0.1
1.51 or more	28,573	+/-1,213	1.2%	+/-0.1
VALUE				
Owner-occupied units	1,568,513	+/-9,416	1,568,513	(X)

Subject	Arizona Estimate	Estimate Margin of Error	Percent	Percent Margin of Error
Less than $50,000	120,064	+/-2,400	7.7%	+/-0.1
$50,000 to $99,999	139,655	+/-2,351	8.9%	+/-0.1
$100,000 to $149,999	202,304	+/-2,697	12.9%	+/-0.2
$150,000 to $199,999	252,895	+/-3,135	16.1%	+/-0.2
$200,000 to $299,999	385,172	+/-4,429	24.6%	+/-0.2
$300,000 to $499,999	296,996	+/-3,418	18.9%	+/-0.2
$500,000 to $999,999	139,721	+/-2,238	8.9%	+/-0.1
$1,000,000 or more	31,706	+/-1,070	2.0%	+/-0.1
Median (dollars)	215,000	+/-681	(X)	(X)
MORTGAGE STATUS				
Owner-occupied units	1,568,513	+/-9,416	1,568,513	(X)
Housing units with a mortgage	1,112,983	+/-7,883	71.0%	+/-0.2
Housing units without a mortgage	455,530	+/-3,733	29.0%	+/-0.2
SELECTED MONTHLY OWNER COSTS (SMOC)				
Housing units with a mortgage	1,112,983	+/-7,883	1,112,983	(X)
Less than $300	3,105	+/-385	0.3%	+/-0.1
$300 to $499	19,654	+/-821	1.8%	+/-0.1
$500 to $699	51,355	+/-1,708	4.6%	+/-0.1
$700 to $999	150,627	+/-2,961	13.5%	+/-0.3
$1,000 to $1,499	330,543	+/-3,846	29.7%	+/-0.3
$1,500 to $1,999	260,803	+/-3,462	23.4%	+/-0.3
$2,000 or more	296,896	+/-3,441	26.7%	+/-0.3
Median (dollars)	1,502	+/-6	(X)	(X)
Housing units without a mortgage	455,530	+/-3,733	455,530	(X)
Less than $100	17,489	+/-1,090	3.8%	+/-0.2
$100 to $199	52,763	+/-1,439	11.6%	+/-0.3
$200 to $299	96,149	+/-2,039	21.1%	+/-0.4
$300 to $399	103,890	+/-2,151	22.8%	+/-0.4
$400 or more	185,239	+/-2,270	40.7%	+/-0.4
Median (dollars)	359	+/-2	(X)	(X)
SELECTED MONTHLY OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME (SMOCAPI)				
Housing units with a mortgage (excluding units where SMOCAPI cannot be computed)	1,106,216	+/-7,865	1,106,216	(X)
Less than 20.0 percent	344,191	+/-4,150	31.1%	+/-0.3
20.0 to 24.9 percent	174,126	+/-3,098	15.7%	+/-0.2
25.0 to 29.9 percent	143,267	+/-2,587	13.0%	+/-0.2
30.0 to 34.9 percent	105,738	+/-2,294	9.6%	+/-0.2
35.0 percent or more	338,894	+/-4,465	30.6%	+/-0.4
Not computed	6,767	+/-614	(X)	(X)
Housing unit without a mortgage (excluding units where SMOCAPI cannot be computed)	448,247	+/-3,740	448,247	(X)
Less than 10.0 percent	208,728	+/-2,832	46.6%	+/-0.5
10.0 to 14.9 percent	87,107	+/-1,989	19.4%	+/-0.4
15.0 to 19.9 percent	48,674	+/-1,333	10.9%	+/-0.3
20.0 to 24.9 percent	29,918	+/-1,064	6.7%	+/-0.2
25.0 to 29.9 percent	18,893	+/-943	4.2%	+/-0.2
30.0 to 34.9 percent	12,564	+/-784	2.8%	+/-0.2
35.0 percent or more	42,363	+/-1,285	9.5%	+/-0.3
Not computed	7,283	+/-840	(X)	(X)
GROSS RENT				
Occupied units paying rent	718,543	+/-5,122	718,543	(X)
Less than $200	9,811	+/-727	1.4%	+/-0.1
$200 to $299	12,628	+/-784	1.8%	+/-0.1
$300 to $499	52,744	+/-1,486	7.3%	+/-0.2
$500 to $749	194,188	+/-3,281	27.0%	+/-0.4

Subject	Arizona			
	Estimate	Estimate Margin of Error	Percent	Percent Margin of Error
$750 to $999	196,502	+/-3,147	27.3%	+/-0.4
$1,000 to $1,499	190,162	+/-3,611	26.5%	+/-0.5
$1,500 or more	62,508	+/-2,063	8.7%	+/-0.3
Median (dollars)	856	+/-4	(X)	(X)
No rent paid	39,412	+/-1,531	(X)	(X)
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME (GRAPI)				
Occupied units paying rent (excluding units where GRAPI cannot be computed)	702,397	+/-5,131	702,397	(X)
Less than 15.0 percent	81,090	+/-2,029	11.5%	+/-0.3
15.0 to 19.9 percent	89,656	+/-2,220	12.8%	+/-0.3
20.0 to 24.9 percent	92,746	+/-2,308	13.2%	+/-0.3
25.0 to 29.9 percent	80,656	+/-2,079	11.5%	+/-0.3
30.0 to 34.9 percent	66,360	+/-2,188	9.4%	+/-0.3
35.0 percent or more	291,889	+/-3,770	41.6%	+/-0.5
Not computed	55,558	+/-1,779	(X)	(X)

Source: U.S. Census Bureau, 2006-2010 American Community Survey

Explanation of Symbols:
An '**' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
An '***' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
An '(X)' means that the estimate is not applicable or not available.

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

The median gross rent excludes no cash renters.

In prior years, the universe included all owner-occupied units with a mortgage. It is now restricted to include only those units where SMOCAPI is computed, that is, SMOC and household income are valid values.

In prior years, the universe included all owner-occupied units without a mortgage. It is now restricted to include only those units where SMOCAPI is computed, that is, SMOC and household income are valid values.

In prior years, the universe included all renter-occupied units. It is now restricted to include only those units where GRAPI is computed, that is, gross rent and household income are valid values.

The 2009 and 2010 plumbing data for Puerto Rico will not be shown. Research indicates that the questions on plumbing facilities that were introduced in 2008 in the stateside American Community Survey and the 2008 Puerto Rico Community Survey may not have been appropriate for Puerto Rico.

While the 2006-2010 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

U.S. Census Bureau

FactFinder

DP02

SELECTED SOCIAL CHARACTERISTICS IN THE UNITED STATES
2006-2010 American Community Survey 5-Year Estimates

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2010, the 2010 Census provides the official counts of the population and housing units for the nation, states, counties, cities and towns. For 2006 to 2009, the Population Estimates Program provides intercensal estimates of the population for the nation, states, and counties.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

	Arizona			
Subject	Estimate	Estimate Margin of Error	Percent	Percent Margin of Error
HOUSEHOLDS BY TYPE				
Total households	2,326,468	+/-7,863	2,326,468	(X)
Family households (families)	1,542,305	+/-8,700	66.3%	+/-0.2
With own children under 18 years	699,571	+/-6,703	30.1%	+/-0.2
Married-couple family	1,150,428	+/-8,803	49.4%	+/-0.3
With own children under 18 years	470,644	+/-6,628	20.2%	+/-0.2
Male householder, no wife present, family	117,804	+/-2,316	5.1%	+/-0.1
With own children under 18 years	62,364	+/-1,816	2.7%	+/-0.1
Female householder, no husband present, family	274,073	+/-3,696	11.8%	+/-0.2
With own children under 18 years	166,563	+/-3,091	7.2%	+/-0.1
Nonfamily households	784,163	+/-5,236	33.7%	+/-0.2
Householder living alone	623,070	+/-5,055	26.8%	+/-0.2
65 years and over	203,639	+/-3,268	8.8%	+/-0.1
Households with one or more people under 18 years	781,722	+/-6,992	33.6%	+/-0.2
Households with one or more people 65 years and over	584,124	+/-3,320	25.1%	+/-0.1
Average household size	2.63	+/-0.01	(X)	(X)
Average family size	3.21	+/-0.01	(X)	(X)
RELATIONSHIP				
Population in households	6,112,128	*****	6,112,128	(X)
Householder	2,326,468	+/-7,863	38.1%	+/-0.1
Spouse	1,150,250	+/-8,161	18.8%	+/-0.1
Child	1,828,811	+/-7,675	29.9%	+/-0.1
Other relatives	434,292	+/-9,215	7.1%	+/-0.2
Nonrelatives	372,307	+/-7,902	6.1%	+/-0.1
Unmarried partner	153,868	+/-3,181	2.5%	+/-0.1
MARITAL STATUS				
Males 15 years and over	2,421,723	+/-425	2,421,723	(X)
Never married	822,536	+/-5,669	34.0%	+/-0.2
Now married, except separated	1,254,246	+/-8,130	51.8%	+/-0.3
Separated	35,182	+/-1,520	1.5%	+/-0.1
Widowed	58,808	+/-1,462	2.4%	+/-0.1
Divorced	250,951	+/-3,876	10.4%	+/-0.2
Females 15 years and over	2,481,644	+/-342	2,481,644	(X)
Never married	659,465	+/-5,442	26.6%	+/-0.2
Now married, except separated	1,232,181	+/-7,055	49.7%	+/-0.3
Separated	53,067	+/-1,797	2.1%	+/-0.1
Widowed	209,965	+/-3,020	8.5%	+/-0.1
Divorced	326,966	+/-4,414	13.2%	+/-0.2
FERTILITY				
Number of women 15 to 50 years old who had a birth in the past 12 months	93,740	+/-2,267	93,740	(X)
Unmarried women (widowed, divorced, and never married)	33,462	+/-1,322	35.7%	+/-1.1
Per 1,000 unmarried women	43	+/-2	(X)	(X)
Per 1,000 women 15 to 50 years old	62	+/-2	(X)	(X)

U.S. Census Bureau

FactFinder

DP05 **ACS DEMOGRAPHIC AND HOUSING ESTIMATES**
2006-2010 American Community Survey 5-Year Estimates

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2010, the 2010 Census provides the official counts of the population and housing units for the nation, states, counties, cities and towns. For 2006 to 2009, the Population Estimates Program provides intercensal estimates of the population for the nation, states, and counties.

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Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

	Arizona			
Subject	Estimate	Estimate Margin of Error	Percent	Percent Margin of Error
SEX AND AGE				
Total population	6,246,816	*****	6,246,816	(X)
Male	3,108,234	+/-471	49.8%	+/-0.1
Female	3,138,582	+/-471	50.2%	+/-0.1
Under 5 years	463,060	+/-442	7.4%	+/-0.1
5 to 9 years	440,280	+/-2,774	7.0%	+/-0.1
10 to 14 years	440,109	+/-2,823	7.0%	+/-0.1
15 to 19 years	452,844	+/-641	7.2%	+/-0.1
20 to 24 years	432,885	+/-733	6.9%	+/-0.1
25 to 34 years	853,236	+/-868	13.7%	+/-0.1
35 to 44 years	828,522	+/-750	13.3%	+/-0.1
45 to 54 years	820,262	+/-558	13.1%	+/-0.1
55 to 59 years	360,930	+/-2,926	5.8%	+/-0.1
60 to 64 years	321,460	+/-2,929	5.1%	+/-0.1
65 to 74 years	462,410	+/-543	7.4%	+/-0.1
75 to 84 years	275,989	+/-1,811	4.4%	+/-0.1
85 years and over	94,829	+/-1,817	1.5%	+/-0.1
Median age (years)	35.5	+/-0.1	(X)	(X)
18 years and over	4,633,315	+/-181	74.2%	+/-0.1
21 years and over	4,363,258	+/-1,843	69.8%	+/-0.1
62 years and over	1,016,547	+/-2,692	16.3%	+/-0.1
65 years and over	833,228	+/-431	13.3%	+/-0.1
18 years and over	4,633,315	+/-181	4,633,315	(X)
Male	2,282,340	+/-320	49.3%	+/-0.1
Female	2,350,975	+/-222	50.7%	+/-0.1
65 years and over	833,228	+/-431	833,228	(X)
Male	378,013	+/-295	45.4%	+/-0.1
Female	455,215	+/-296	54.6%	+/-0.1
RACE				
Total population	6,246,816	*****	6,246,816	(X)
One race	6,080,275	+/-4,534	97.3%	+/-0.1
Two or more races	166,541	+/-4,534	2.7%	+/-0.1
One race	6,080,275	+/-4,534	97.3%	+/-0.1
White	4,883,606	+/-9,722	78.2%	+/-0.2
Black or African American	240,655	+/-1,940	3.9%	+/-0.1
American Indian and Alaska Native	278,336	+/-2,582	4.5%	+/-0.1
Cherokee tribal grouping	4,042	+/-579	0.1%	+/-0.1
Chippewa tribal grouping	986	+/-311	0.0%	+/-0.1

U.S. Census Bureau

FactFinder

DP03 **SELECTED ECONOMIC CHARACTERISTICS**
2006-2010 American Community Survey 5-Year Estimates

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2010, the 2010 Census provides the official counts of the population and housing units for the nation, states, counties, cities and towns. For 2006 to 2009, the Population Estimates Program provides intercensal estimates of the population for the nation, states, and counties.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Subject	Arizona			
	Estimate	Estimate Margin of Error	Percent	Percent Margin of Error
EMPLOYMENT STATUS				
Population 16 years and over	4,813,496	+/-1,502	4,813,496	(X)
In labor force	2,995,656	+/-7,547	62.2%	+/-0.2
Civilian labor force	2,975,166	+/-7,606	61.8%	+/-0.2
Employed	2,747,475	+/-7,324	57.1%	+/-0.2
Unemployed	227,691	+/-3,977	4.7%	+/-0.1
Armed Forces	20,490	+/-1,030	0.4%	+/-0.1
Not in labor force	1,817,840	+/-7,475	37.8%	+/-0.2
Civilian labor force	2,975,166	+/-7,606	2,975,166	(X)
Percent Unemployed	(X)	(X)	7.7%	+/-0.1
Females 16 years and over	2,437,925	+/-1,155	2,437,925	(X)
In labor force	1,370,506	+/-5,167	56.2%	+/-0.2
Civilian labor force	1,367,620	+/-5,136	56.1%	+/-0.2
Employed	1,267,437	+/-5,172	52.0%	+/-0.2
Own children under 6 years	530,317	+/-2,347	530,317	(X)
All parents in family in labor force	308,619	+/-3,769	58.2%	+/-0.7
Own children 6 to 17 years	990,907	+/-3,053	990,907	(X)
All parents in family in labor force	664,252	+/-5,812	67.0%	+/-0.5
COMMUTING TO WORK				
Workers 16 years and over	2,699,943	+/-7,551	2,699,943	(X)
Car, truck, or van – drove alone	2,040,572	+/-7,988	75.6%	+/-0.2
Car, truck, or van – carpooled	340,523	+/-5,845	12.6%	+/-0.2
Public transportation (excluding taxicab)	54,275	+/-2,184	2.0%	+/-0.1
Walked	59,454	+/-1,965	2.2%	+/-0.1
Other means	66,021	+/-2,366	2.4%	+/-0.1
Worked at home	139,098	+/-2,956	5.2%	+/-0.1
Mean travel time to work (minutes)	24.8	+/-0.1	(X)	(X)
OCCUPATION				
Civilian employed population 16 years and over	2,747,475	+/-7,324	2,747,475	(X)
Management, business, science, and arts occupations	948,700	+/-7,134	34.5%	+/-0.2
Service occupations	499,205	+/-5,385	18.2%	+/-0.2
Sales and office occupations	741.757	+/-5,482	27.0%	+/-0.2
Natural resources, construction, and maintenance occupations	297,558	+/-4,048	10.8%	+/-0.1
Production, transportation, and material moving occupations	260,255	+/-3,714	9.5%	+/-0.1
INDUSTRY				
Civilian employed population 16 years and over	2,747,475	+/-7,324	2,747,475	(X)
Agriculture, forestry, fishing and hunting, and mining	36,905	+/-1,462	1.3%	+/-0.1
Construction	244,026	+/-3,849	8.9%	+/-0.1
Manufacturing	211,782	+/-3,366	7.7%	+/-0.1
Wholesale trade	73,841	+/-1,884	2.7%	+/-0.1
Retail trade	334,791	+/-4,313	12.2%	+/-0.2
Transportation and warehousing, and utilities	136,251	+/-2,865	5.0%	+/-0.1
Information	52,675	+/-1,725	1.9%	+/-0.1
Finance and insurance, and real estate and rental and leasing	225,051	+/-3,836	8.2%	+/-0.1
Professional, scientific, and management, and administrative and waste management services	306,180	+/-4,785	11.1%	+/-0.2
Educational services, and health care and social assistance	562,284	+/-6,008	20.5%	+/-0.2
Arts, entertainment, and recreation, and accommodation and food services	282,794	+/-4,541	10.3%	+/-0.2
Other services, except public administration	129,761	+/-2,765	4.7%	+/-0.1
Public administration	151,134	+/-2,459	5.5%	+/-0.1

Subject	Arizona			
	Estimate	Estimate Margin of Error	Percent	Percent Margin of Error
CLASS OF WORKER				
Civilian employed population 16 years and over	2,747,475	+/-7,324	2,747,475	(X)
Private wage and salary workers	2,154,992	+/-7,646	78.4%	+/-0.2
Government workers	416,233	+/-5,281	15.1%	+/-0.2
Self-employed in own not incorporated business workers	171,859	+/-3,235	6.3%	+/-0.1
Unpaid family workers	4,391	+/-538	0.2%	+/-0.1
INCOME AND BENEFITS (IN 2010 INFLATION-ADJUSTED DOLLARS)				
Total households	2,326,468	+/-7,863	2,326,468	(X)
Less than $10,000	163,071	+/-3,167	7.0%	+/-0.1
$10,000 to $14,999	119,317	+/-2,247	5.1%	+/-0.1
$15,000 to $24,999	251,762	+/-3,240	10.8%	+/-0.1
$25,000 to $34,999	263,031	+/-3,912	11.3%	+/-0.2
$35,000 to $49,999	355,659	+/-4,201	15.3%	+/-0.2
$50,000 to $74,999	446,445	+/-4,525	19.2%	+/-0.2
$75,000 to $99,999	288,189	+/-3,629	12.3%	+/-0.1
$100,000 to $149,999	275,283	+/-3,695	11.8%	+/-0.1
$150,000 to $199,999	85,914	+/-1,721	3.7%	+/-0.1
$200,000 or more	79,797	+/-1,659	3.4%	+/-0.1
Median household income (dollars)	50,448	+/-217	(X)	(X)
Mean household income (dollars)	67,436	+/-289	(X)	(X)
With earnings	1,820,138	+/-7,508	78.2%	+/-0.1
Mean earnings (dollars)	67,843	+/-293	(X)	(X)
With Social Security	665,979	+/-3,881	28.6%	+/-0.1
Mean Social Security income (dollars)	16,258	+/-74	(X)	(X)
With retirement income	439,525	+/-4,330	18.9%	+/-0.2
Mean retirement income (dollars)	22,890	+/-288	(X)	(X)
With Supplemental Security Income	74,011	+/-1,933	3.2%	+/-0.1
Mean Supplemental Security Income (dollars)	8,658	+/-149	(X)	(X)
With cash public assistance income	51,253	+/-1,409	2.2%	+/-0.1
Mean cash public assistance income (dollars)	3,257	+/-111	(X)	(X)
With Food Stamp/SNAP benefits in the past 12 months	212,791	+/-3,171	9.1%	+/-0.1
Families	1,542,305	+/-8,700	1,542,305	(X)
Less than $10,000	74,956	+/-1,758	4.9%	+/-0.1
$10,000 to $14,999	50,324	+/-1,628	3.3%	+/-0.1
$15,000 to $24,999	130,609	+/-2,427	8.5%	+/-0.2
$25,000 to $34,999	155,780	+/-2,869	10.1%	+/-0.2
$35,000 to $49,999	225,431	+/-3,560	14.6%	+/-0.2
$50,000 to $74,999	316,972	+/-4,393	20.6%	+/-0.2
$75,000 to $99,999	222,237	+/-3,025	14.4%	+/-0.2
$100,000 to $149,999	224,768	+/-3,321	14.6%	+/-0.2
$150,000 to $199,999	72,658	+/-1,848	4.7%	+/-0.1
$200,000 or more	68,570	+/-1,570	4.4%	+/-0.1
Median family income (dollars)	59,840	+/-323	(X)	(X)
Mean family income (dollars)	77,127	+/-377	(X)	(X)
Per capita income (dollars)	25,680	+/-122	(X)	(X)
Nonfamily households	784,163	+/-5,236	784,163	(X)
Median nonfamily income (dollars)	33,003	+/-325	(X)	(X)
Mean nonfamily income (dollars)	45,232	+/-492	(X)	(X)
Median earnings for workers (dollars)	29,573	+/-192	(X)	(X)
Median earnings for male full-time, year-round workers (dollars)	44,021	+/-291	(X)	(X)
Median earnings for female full-time, year-round workers (dollars)	35,675	+/-192	(X)	(X)
HEALTH INSURANCE COVERAGE				
Civilian noninstitutionalized population	(X)	(X)	(X)	(X)
With health insurance coverage	(X)	(X)	(X)	(X)
With private health insurance	(X)	(X)	(X)	(X)
With public coverage	(X)	(X)	(X)	(X)
No health insurance coverage	(X)	(X)	(X)	(X)
Civilian noninstitutionalized population under 18 years	(X)	(X)	(X)	(X)
No health insurance coverage	(X)	(X)	(X)	(X)
Civilian noninstitutionalized population 18 to 64 years	(X)	(X)	(X)	(X)
In labor force:	(X)	(X)	(X)	(X)
Employed:	(X)	(X)	(X)	(X)
With health insurance coverage	(X)	(X)	(X)	(X)
With private health insurance	(X)	(X)	(X)	(X)
With public coverage	(X)	(X)	(X)	(X)
No health insurance coverage	(X)	(X)	(X)	(X)
Unemployed:	(X)	(X)	(X)	(X)

Subject	Arizona			
	Estimate	Estimate Margin of Error	Percent	Percent Margin of Error
With health insurance coverage	(X)	(X)	(X)	(X)
With private health insurance	(X)	(X)	(X)	(X)
With public coverage	(X)	(X)	(X)	(X)
No health insurance coverage	(X)	(X)	(X)	(X)
Not in labor force:	(X)	(X)	(X)	(X)
With health insurance coverage	(X)	(X)	(X)	(X)
With private health insurance	(X)	(X)	(X)	(X)
With public coverage	(X)	(X)	(X)	(X)
No health insurance coverage	(X)	(X)	(X)	(X)
PERCENTAGE OF FAMILIES AND PEOPLE WHOSE INCOME IN THE PAST 12 MONTHS IS BELOW THE POVERTY LEVEL				
All families	(X)	(X)	10.9%	+/-0.2
With related children under 18 years	(X)	(X)	17.2%	+/-0.3
With related children under 5 years only	(X)	(X)	17.7%	+/-0.9
Married couple families	(X)	(X)	6.2%	+/-0.2
With related children under 18 years	(X)	(X)	9.6%	+/-0.4
With related children under 5 years only	(X)	(X)	8.3%	+/-0.8
Families with female householder, no husband present	(X)	(X)	28.6%	+/-0.6
With related children under 18 years	(X)	(X)	35.9%	+/-0.8
With related children under 5 years only	(X)	(X)	43.5%	+/-1.9
All people	(X)	(X)	15.3%	+/-0.2
Under 18 years	(X)	(X)	21.6%	+/-0.4
Related children under 18 years	(X)	(X)	21.2%	+/-0.4
Related children under 5 years	(X)	(X)	24.6%	+/-0.7
Related children 5 to 17 years	(X)	(X)	19.8%	+/-0.4
18 years and over	(X)	(X)	13.1%	+/-0.2
18 to 64 years	(X)	(X)	14.2%	+/-0.2
65 years and over	(X)	(X)	8.1%	+/-0.2
People in families	(X)	(X)	13.2%	+/-0.2
Unrelated individuals 15 years and over	(X)	(X)	24.1%	+/-0.4

Source: U.S. Census Bureau, 2006-2010 American Community Survey

Explanation of Symbols:
An '**' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
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An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
An '***' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
An '(X)' means that the estimate is not applicable or not available.

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

There were changes in the edit between 2009 and 2010 regarding Supplemental Security Income (SSI) and Social Security. The changes in the edit loosened restrictions on disability requirements for receipt of SSI resulting in an increase in the total number of SSI recipients in the American Community Survey. The changes also loosened restrictions on possible reported monthly amounts in Social Security income resulting in higher Social Security aggregate amounts. These results more closely match administrative counts compiled by the Social Security Administration.

Workers include members of the Armed Forces and civilians who were at work last week.

Industry codes are 4-digit codes and are based on the North American Industry Classification System 2007. The industry categories adhere to the guidelines issued in Clarification Memorandum No. 2, "NAICS Alternate Aggregation Structure for Use By U.S. Statistical Agencies," issued by the Office of Management and Budget.

Occupation codes are 4-digit codes and are based on the Standard Occupational Classification (SOC) 2010. The 2010 Census occupation codes were updated in accordance with the 2010 revision of the SOC. To allow for the creation of 2006-2010 and 2008-2010 tables, occupation data in the multiyear files (2006-2010 and 2008-2010) were recoded to 2010 Census occupation codes. We recommend using caution when comparing data coded using 2010 Census occupation codes with data coded using previous Census occupation codes. For more information on the Census occupation code changes, please visit our website at http://www.census.gov/hhes/www/loindex/.

While the 2006-2010 American Community Survey (ACS) data generally reflect the December 2009 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2000 data. Boundaries for urban areas have not been updated since Census 2000. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

County Business Patterns & Demographics

County Business Patterns & Demographics : Interactive Text

This map includes data from the County Business Patterns program and the 2010 Census. County Business Patterns data for 2009 were released in June, 2011.

AZ - Gila County

Business Patterns	
Total Number of Establishments	1,086
Total Annual Payroll ($1,000)	372,478
Total Mid-March Employees	11,724

Industry: Establishments	
Accommodation and food services	138
Administrative and support and waste management and remediation services	43
Agriculture, forestry, fishing and hunting	1
Arts, entertainment, and recreation	17
Construction	174
Educational services	16
Finance and insurance	58
Health care and social assistance	133
Industries not classified	0
Information	23
Management of companies and enterprises	2
Manufacturing	17
Mining, quarrying, and oil and gas extraction	11
Other services (except public administration)	89
Professional, scientific, and technical services	80
Real estate and rental and leasing	66
Retail trade	163
Transportation and warehousing	24
Utilities	4
Wholesale trade	27

Population	
Total Population	53,597

Population by Sex/Age	
Male	26,633
Female	26,964
Under 18	11,471
18 & over	42,126
20 - 24	2,584
25 - 34	4,501
35 - 49	8,645
50 - 64	12,761
65 & over	12,450

Population by Ethnicity	
Hispanic or Latino	9,588
Non Hispanic or Latino	44,009

Population by Race	
White	41,162
African American	233
Asian	273
American Indian and Alaska Native	7,946
Native Hawaiian and Pacific Islander	47
Other	2,865
Identified by two or more	1,071

Housing Status (in housing units unless noted)	
Total	32,698
Occupied	22,000
Owner-occupied	16,759
Population in owner-occupied (number of individuals)	39,445
Renter-occupied	5,241
Population in renter-occupied (number of individuals)	13,235
Vacant	10,698

Vacant: for rent	821
Vacant: for sale	715
Vacant: for seasonal/recreational/occasional use	7,449

Business data represent business locations with paid employees

Source: U.S. Census Bureau | US Census Bureau County Business Patterns (EPCD) | asd.internet.staff@census.gov | Last Revised: 2012-04-13

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

MAP DATES

This FIRM index displays the map dates for each FIRM panel at the time that this index was printed. Because this index may not be distributed to unaffected communities in subsequent revisions, users may determine the most current map date for each FIRM panel by visiting the FEMA Map Service Center website at http://msc.fema.gov or by calling the Map Service Center at 1-800-358-9616.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Map Service Center at the number listed above.

* PANEL NOT PRINTED - AREA IN ZONE D

** PANEL NOT PRINTED - NO SPECIAL FLOOD HAZARD AREAS

*** PANEL NOT PRINTED - AREA OUTSIDE COUNTY BOUNDARY

MAP REPOSITORIES

(Maps available for reference only, not for distribution.)

GILA COUNTY (UNINCORPORATED AREAS)
Assessor's Office
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

TOWN OF STAR VALLEY
303 N. Beeline Highway
Payson, AZ 85541

CITY OF GLOBE
150 North Pine Street
Globe, AZ 85501

TOWN OF HAYDEN
520 Velasco Ave
Hayden AZ 85235

TOWN OF MIAMI
500 Sullivan Street
Miami, AZ 85539

TOWN OF PAYSON
303 N. Beeline Highway
Payson, AZ 85541

TOWN OF WINKELMAN
1360 N. Broad
Winkelman, AZ 85292

LISTING OF COMMUNITIES

COMMUNITY NAME	COMMUNITY NUMBER	LOCATED ON PANEL(S)	INITIAL NFIP MAP DATE	INITIAL FIRM DATE	MOST RECENT FIRM PANEL DATE
GILA COUNTY (UNINCORPORATED AREAS)	[illegible]	[illegible]	NOVEMBER 01, 1974	SEPTEMBER 27, 1991	DECEMBER 4, 2007
GLOBE, CITY OF	[illegible]	[illegible]	MAY 24, [illegible]	MAY 1, 1980	DECEMBER 4, 2007
HAYDEN, TOWN OF	[illegible]	[illegible]	APRIL 25, 1975	SEPTEMBER 14, 1979	DECEMBER 4, 2007
MIAMI, TOWN OF	[illegible]	[illegible]	JUNE 28, 1974	MAY 1, 1980	DECEMBER 4, 2007
PAYSON, TOWN OF	[illegible]	[illegible]	JANUARY 24, 1975	MARCH 15, 1980	DECEMBER 4, 2007
STAR VALLEY, TOWN OF	[illegible]	[illegible]	DECEMBER 4, 2007	DECEMBER 4, 2007	DECEMBER 4, 2007
WINKELMAN, TOWN OF	[illegible]	[illegible]	JANUARY 23, 1974	SEPTEMBER 14, 1979	DECEMBER 4, 2007

*PANEL NOT PRINTED

NOTE TO USER

Future revisions to this FIRM Index will only be issued to communities that are located on FIRM panels being revised. This FIRM Index therefore remains valid for FIRM panels dated December 4, 2007 or earlier. Please refer to the "MOST RECENT FIRM PANEL DATE" column in the Listing of Communities table to determine the most recent FIRM index date for each community.

NFIP — NATIONAL FLOOD INSURANCE PROGRAM

MAP INDEX

FIRM

FLOOD INSURANCE RATE MAP

GILA COUNTY, ARIZONA

AND INCORPORATED AREAS

(SEE LISTING OF COMMUNITIES TABLE)

MAP INDEX

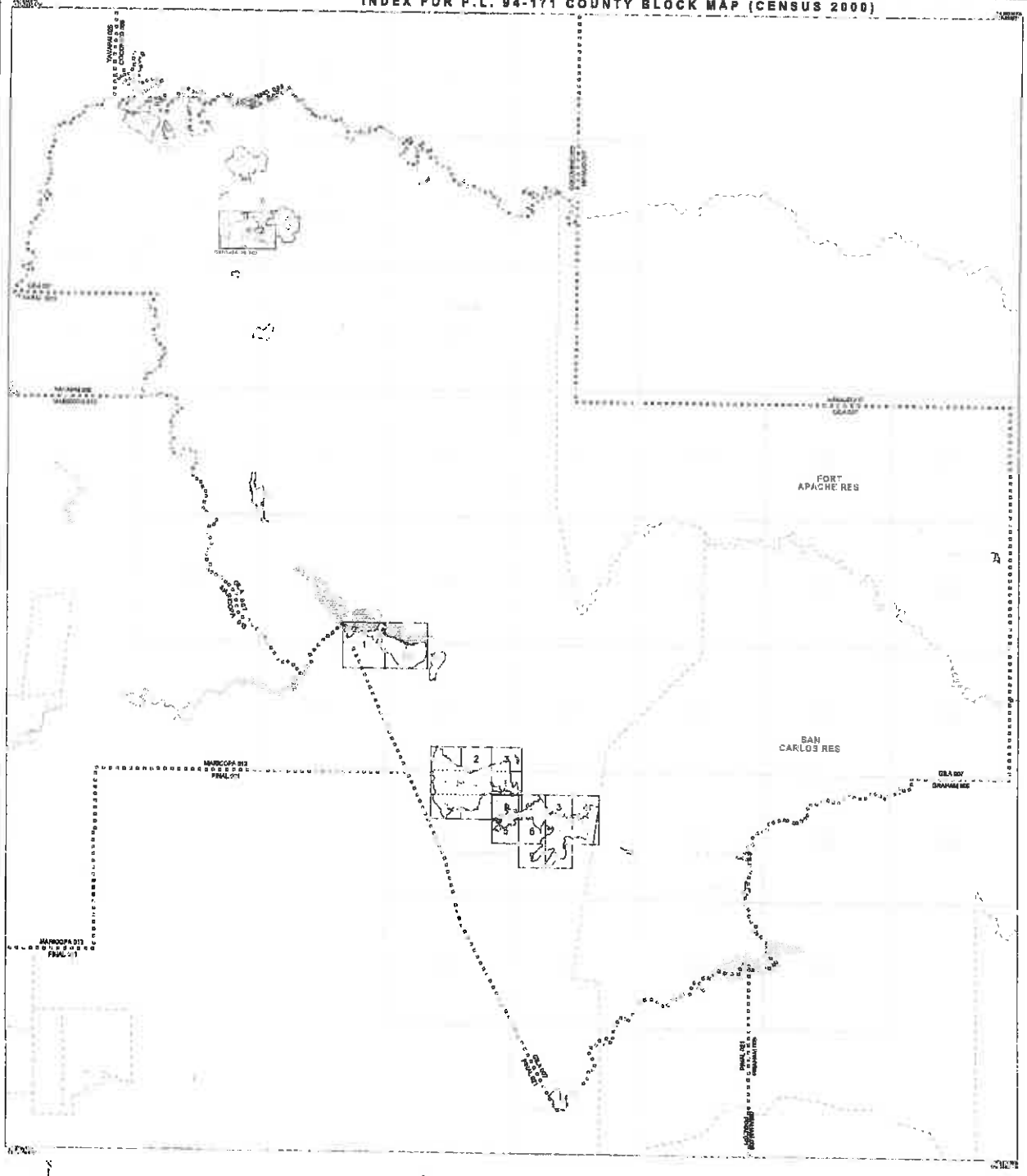
PANELS PRINTED: [illegible]

MAP NUMBER 04007CIND0A

EFFECTIVE DATE DECEMBER 4, 2007

Federal Emergency Management Agency

INDEX FOR P.L. 94-171 COUNTY BLOCK MAP (CENSUS 2000)



INDEX MAP LEGEND

SAME STYLE	
******	INTERNATIONAL
------	AIR (FEDERAL)
------	Trust Land/HHL
------	OTSA/ANV/AITDSA
------	TRIBAL SUBDIVISION
------	AIR (State)
------	ED/ISA
------	ANRC
******	STATE
------	COUNTY

P.L. 94-171 COUNTY BLOCK MAP LEGEND (CENSUS 2000)

SYMBOL		NAME
International	******	CANADA
American Indian Jurisdiction (Federal)	------	L'ANSE RES (1880)
BIA Reservation Trust Land Nonadjacent to Land	------	T1880
[illegible]		KAW OTSA (3340)
American Indian Tribal Jurisdiction	------	[illegible]
American Indian Jurisdiction (State)	------	Tama Res (4123)
State Recognized American Indian Reservation	------	Lumbee (3815)
Alaska Native Regional Corporation	------	NANA ANRC 52120
State or State Entity Equivalent Entity	******	NEW YORK 36
County or Statistically Equivalent Entity	------	ERIE 029
Minor Civil Division (MCD)*	------	
Census County Division (CCD)	------	
Consolidated City	------	
Incorporated Place*		
Census Designated Place (CDP)*		
Congressional District Boundary		
Voting District (VTD)*	------	023
Census Tract	------	57[illegible]2.01
Block*		5[illegible]

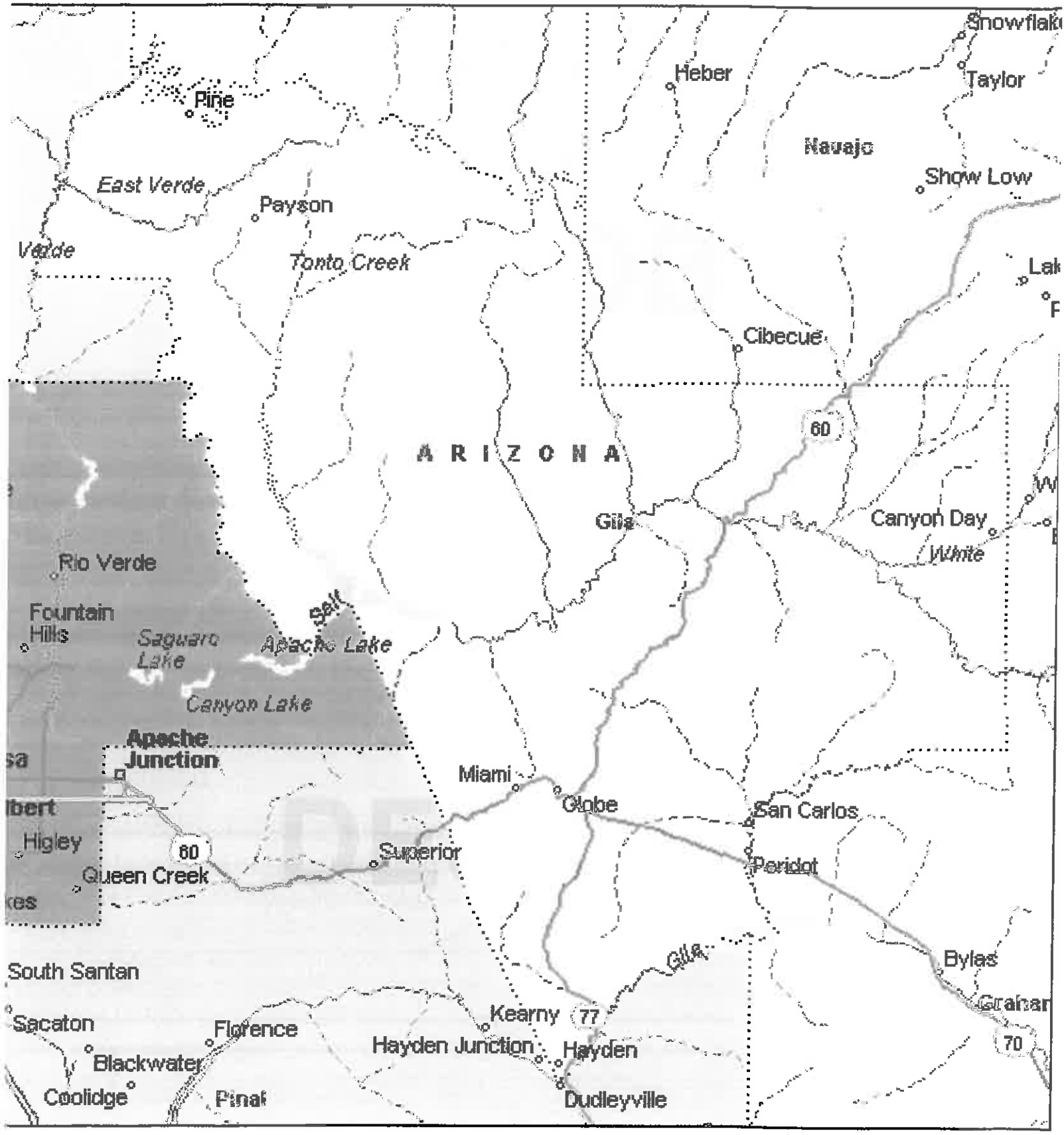
FEATURE	SYMBOL	FEATURE	SYMBOL
Interstate or U.S. Highway		Other U.S. Roads or State Routes	
Secondary Road		Interpretive Stream or Shoreline	
Local Roads, Walkways or Driveways, or Paths		Large River or Lake	
Railroad		Big Bay	
Trail or Other Path			
[illegible]		Military Installation	
[illegible]		Area of Interest	
[illegible]		Outside Subject Area	

[illegible]

The plotting map scale is 1:47500

ST: Arizona (04)
COU: Ditto (017)

[illegible]


Snowflak
Heber
Taylor
Pine
Navajo
Show Low
East Verde
Payson
Verde
Tonto Creek
Lak
Cibecue
60
ARIZONA
Gila
Canyon Day
White
Rio Verde
Fountain Hills
Salt
Saguaro Lake
Apache Lake
Canyon Lake
Apache Junction
Miami
Globe
San Carlos
Higley
60
Superior
Queen Creek
Peridot
South Santan
Gila
Bylas
Graham
Sacaton
Kearny
77
Florence
Hayden Junction
Hayden
70
Blackwater
Coolidge
Pinal
Dudleyville

Strawberry
Pine
State Hwy 260
Payson
State Hwy 87
Gisela
Young
Tonto Basin
Canyon Day
Apache Trl
US Hwy 60
Claypool
Miami
Globe
San Carlos
Peridot
State Hwy 77
Winkelman

FORM 16
CDBG - MILESTONES FOR PROJECT PLANNING

1. Applicant Gila County CSD **2. Activity Owner Occupied Housing Rehabilitation**

Indicate below the initiation and completion dates for activity milestones (i.e. major events that must be accomplished to initiate and implement the CDBG funded activity). Month one is the first month after the effective date of the contract. If a milestone has already been achieved on an item pre-approved by the CDBG program, please note it.

Months➔ **Milestones🡻**	1	2	3	4	5	6	7	8	9	10	11	12
Identification of units	x	x	x	x	x	x	x	x	x	x	x	x
Contractor Selection	x	x	x	x	x	x	x	x	x	x	x	x
Environmental Review	x	x	x	x	x	x	x	x	x	x	x	x
Initiate Project Set-Ups			x	x	x	x	x	x	x	x	x	x

Months➔ **Milestones🡻**	13	14	15	16	17	18	19	20	21	22	23	24
Homeowner Counselsing	x	x	x	x	x	x						
Housing Rehabilitation	x	x	x	x	x	x						
Individual Project Close-Outs	x	x	x	x								

Months➔ **Milestones🡻**	25	26	27	28	29	30	31	32	33	34	35	36

FORM 16 - HR

CDBG - MILESTONES FOR PROJECT PLANNING

HOUSING REHABILITATION

1. Applicant Gila County CSD **2. Activity Owner Occupied Housing Rehabilitation**

Indicate below the initiation and completion dates for activity milestones (i.e. major events that must be accomplished to initiate and implement the CDBG funded activity). Month one is the first month after the effective date of the contract. If a milestone has already been achieved on an item pre-approved by the CDBG program, please note it.

Milestones↓ Months→	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**
General ERR												
Marketing	x	x	x	x	x	x	x					
House #1												
ERR						x	x	x				
Initial Inspection & Work write-ups							x	x				
Procurement								x	x	x		
Construction & Final Inspection									x	x	x	
House #2												
ERR						x	x	x				
Initial Inspection & Work write-ups							x	x				
Procurement								x	x	x		
Construction & Final Inspection										x	x	x
House #3												
ERR												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House #4												
ERR												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												

Milestones 🡻 Months 🡺	13	14	15	16	17	18	19	20	21	22	23	24
House #5												
ERR												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House #6												
ERR												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House #7												
ERR												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House #8												
ERR												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House #9												
ERR												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House #10												
ERR												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
House #11												
ERR												
Initial Inspection & Work write-ups												
Procurement												
Construction & Final Inspection												
CLOSE-OUT					x	x						

Form 16 and Form 16-HR
Community Development Block Grant – Milestones for Project Planning
Instructions

Time frames requested/indicated on Form 16 will be used to delineate the length of the contract with ADOH.

A Milestone is defined as a readily identifiable major event which must be accomplished to initiate and implement the CDBG-funded activity, **and includes all tasks of the proposed activity, both CDBG and non-CDBG**. The milestones are to convey to the CDBG Program how the activity will proceed, and must show any dependent relationships with other activities.

All CDBG funds should be drawn down within the contract period. Each activity should be completed (i.e., a National Objective benefit achieved) within the contract time period. However, in some cases non-CDBG funded components of an activity may take longer to complete, e.g., the construction of new housing by a private developer or the creation of jobs by a business. If so, write in the month, by number, when such will occur or add an addendum.

If an event or component is to be initiated before the filed contract (such as the ERR), or has already been completed (engineering), a notation should be made on the Timeline indicating such i.e., "initiated pre contract," or "completed pre contract."

Month ONE (1) is considered to be the first month **after** the effective date of a CDBG contract. The months are not tied to a calendar year, but rather to the effective date of the contract and its expiration date.

Enter an "X" for each month the activity will be in progress.

EXAMPLE MILESTONES: Pre-award approval; Procurement of engineer; ERR; engineering; easement acquisition; procurement of construction contractor; construction

Do NOT show audits.

If additional space is needed attach a separate page, identify it by number and reference it in this space.

3. The Service Area (SA) of each activity. The SA map(s) should include narrative of the square miles and borders to the north, south, east and west to help describe the SA. It may also be helpful to include their location to the nearest urban-center.

4. The designated Redevelopment (Slum/Blight) Target Area, if applicable.

5. The Colonias boundary, if applicable.

6. The Neighborhood Revitalization Strategy boundary, if applicable.

General Guidelines:

1. Maps should be submitted on 8 1/2 x 11 inch paper.

2. Maps must compliment the narrative description of the SA indicated in the application form. All landmarks, whether natural (rivers or mountain ranges) or created (schools, parks, highways, national forest boundaries, government buildings, industrial parks, railroads, museums, fairgrounds), and patterns (traffic, zoning, commercial or residential) MUST be identified on the map.

3. A legend using colors or various designs is recommended. Commercial buildings or areas that are non residential should be marked.

4. The person preparing the map must start with the assumption that CDBG Program staff are unfamiliar with the area and will need to visualize all the information provided in narrative form. Staff should be able to drive into the community and locate the activity and the service area *based on the map*. Thus, street names will need to be plainly visible on the map. These can be handwritten or included on the side, with explanatory letters or symbols on the map itself.

CERTIFICATIONS

APPLICANT CERTIFICATIONS FOR FY2012

The applicant hereby assures and certifies that:

1. It possesses legal authority to apply for Community Development Block Grant funds, and to execute the proposed program.
2. Prior to the submission of the application, the applicant's governing body has duly adopted or passed as an official act a resolution authorizing the submission of the application, including all understandings, assurances, statutes, regulations and orders contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. Its chief executive officer or other officer of the applicant approved by the State:

a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified at 24 CFR 58.1(a) (3) and (a) (4), which further the purposes of NEPA insofar as the provisions of such Federal law applies to this program.

b. Is authorized and consents on behalf of the applicant and him (her) self to accept the jurisdiction of the federal and State courts for the purpose of enforcement of his/her responsibilities as such an official.

4. It will comply with the provisions of Executive Order 11990, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
5. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966, P.L. 93-291 (16 U.S.C. 469a-1, et.seq.).
6. It will administer and enforce the labor standard requirements of the Davis Bacon Act, as amended at 40 U.S.C. 276a-276a-5, and the Contract Work Hours and Safety Standards Act at 40 U.S.C. 327-333.
7. It will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.
8. It shall comply with the requirements of the 1992 Lead Based Paint Poisoning Prevention Act of 42 U.S.C. 4821-4846 (also Title X of the Housing and Community Development Act of 1992) and implementing regulations at 24 CFR Part 35.
9. It will comply with the provisions of 24 CFR part 58 "Uniform Grant Administrative Requirements" and OMB Circular A-87.
10. It will comply with the American Disabilities Act and Section 504 of the Rehabilitation Act, as amended.
11. It will comply with

a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88- 352), and the regulations issued pursuant thereto (24 CFR Part 1).

b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90- 284), as amended.

c. Section 109 of the Housing and Community Development Act of 1974.

d. Executive Order 11063 pertaining to equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

e. Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60).

f. Section 3 of the Housing and Urban Development Act of 1968, as amended.

g. Federal Fair Housing Act of 1988, P.L. 100-430.

h. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1973, 42. U.S.C. 6101-07, and the prohibitions against discrimination against persons with handicaps under Section 504 of the Rehabilitation Act of 1973, (P.L. 93-112), as amended, and the regulations at 24 CFR Part 8.

i. The requirements of the Architectural Barriers Act of 1966 at 42 U.S.C. 4151-415.

12. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations.

13. It will comply with applicable conflict of interest provisions, incorporate such in all contracts and establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
14. It will comply with the provisions of the Hatch Act that limits the political activity of employees.
15. It will give representatives of the State, the Secretary of HUD, the Inspector General, and the General Accounting Office access to all books, accounts, records, reports, files and other papers, things, or property belonging to it or in use by it pertaining to the administration of State CDBG assistance.
16. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
17. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub.L. 93-234, 87 Stat., 975, approved December 31, 1973. Section 103 (a) required, on and after March 2, 1974.
18. It has AND WILL COMPLY WITH THE PROVISIONS OF THE STATE OF ARIZONA CITIZEN AND PUBLIC PARTICIPATION PLAN FOR THE STATE OF ARIZONA CDBG PROGRAM.
19. It has developed plans to minimize displacement of persons as a result of activities assisted in whole or in part with CDBG funds and to assist persons actually displaced as a result of such activities, and has provided information about such plans to the public.
20. It will not recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements **unless**:
a. the CDBG funds are used to pay the proportion of the fee or assessment that is financed from other revenue sources, or:
b. it will certify to the State in writing that it lacks sufficient CDBG funds to comply with (a) but that it will not assess properties owned by very low-income persons.
21. It will provide all other funds/resources identified in the application, or any additional funds/resources necessary to complete the project as described in the application as submitted, or as may be later amended.
22. It will comply with the requirements of the Single Audit Act of 1996 and OMB Circular A-133; and if the grant is closed out prior to all funds having been audited, it shall refund to GOHD any costs disallowed as a result of any audit conducted after the date of grant closeout.
23. It hereby adopts and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
24. It will ensure that, to the best of the knowledge and belief of the undersigned:
a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
c. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts

under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

25. It shall comply with the provisions of Section 102 of the HUD Reform Act of 1989.
26. It shall ensure that efforts are made to recruit minority, disabled and woman owned businesses for its vendor/supplier lists.

CERTIFIED BY:

_____	_____
Signature	Date
_____	5-22-12
Tommie Cline Martin, Chairman, Gila County Board of Supervisors	Date

NOTE: The Attorney General has ruled that these Certifications must have an original signature when submitted to the CDBG Program. If an applicant submits more than one application, the Certifications should be included in the application that includes administration funds and other general items such as public participation, resolutions, etc.

GILA COUNTY HOUSING SERVICES PROGRAMS

GUIDELINES

Adopted 4/5/2006, Revised 10/15/2008

Gila County Housing Services Program Guidelines
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2....Organizational Chart
3....State Rehabilitation Standards
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GILA COUNTY
HOUSING SERVICES PROGRAM GUIDELINES

PURPOSE

The Gila County Housing Services Program is designed to serve low income homeowners with health, safety and energy related home repairs within Gila County. The program is generally defined by these guidelines. These guidelines apply only to the housing rehabilitation loans and/or emergency repair grants funded by Gila County Housing Services Program.

Goals

- To benefit elderly, handicapped, and families with children whose income levels are at or below 50% to 80% of Gila County Median Income Limits.

- To improve the quality, health, safety and energy efficiency of the housing stock and to promote neighborhood revitalization in Gila County.

Objectives

- To utilize a variety of funding sources to allow the implementation of a comprehensive Housing Services Program to bring all eligible properties into compliance with all adopted county building codes and ordinance requirements in order to achieve decent, safe, energy efficient, and sanitary housing conditions.

- To provide technical assistance, counseling and follow-up services to eligible families, including but not limited to:

    a. Ownership, revitalization, and neighborhood responsibilities
    b. Budgeting for property taxes and insurance
    c. Property maintenance
    d. Energy conservation

- To bring code enforcement activities in conjunction with emergency repairs and rehabilitation services as an educational process to remove health and environmental hazards and promote cleanliness and pride of ownership.

- To provide referral services to the various agencies offering assistance in the areas of housing, medical, financial hardship, legal aid, etc.

The goals and objectives of the Gila County Housing Services Department can be properly implemented and accomplished by having:

- Properly trained personnel to provide assistance from the initial contact through completion of work and loan services
- Properly trained code enforcement personnel (education/human relations) to serve as liaison for all available programs and tasks associated with the Housing Services Department programs

- Network of County and Social Services agencies which will provide support services for the programs listed under this department.

FUNDING

Funding from a variety of sources, such as, Community Development Block Grant (CDBG), HOME, Housing Trust Funds, Arizona Department of Energy, Low Income Home Energy Assistance Program. Any project may have one or any combination of funds as necessary, to accomplish the goal of providing decent, safe housing. Funding limits per unit are: rehab maximum of $75,000; and reconstruction maximum of $90,000. When utilizing various funding sources on a project the property value after completion will not exceed FHA 203b limit for Gila County.

TARGET AREA

The target area consists of all of Gila County with the exception of Indian Reservations. A map reflecting the designated rehabilitation area commonly described as Gila County is attached hereto as Attachment 1. Gila County encompasses 4,752 square miles.

ACCESSIBILITY

The program will provide special technical assistance to potential participants who have special barriers to ensure equal access to benefits. For Spanish speaking persons, we will utilize Spanish speaking staff to assist with the entire rehabilitation process.

ELIGIBILITY REQUIREMENTS

- The property must be located within Gila County boundaries excluding Reservation lands.
- Participants must meet 50% to 80% of area median income guidelines for the area based on family size at the time funds are committed to the property. Income must be verified, whenever possible, by third party verifications. *(Owner must sign an authorization to verify income and income must be re-verified if over 6 months time has elapsed since the commencement of the project.)*
- The applicant must provide verification that the property is owner occupied as a primary residence at least 12 months before application, during construction and for the entire recapture period.
- The property must be free from liens that unduly restrict the marketable ownership interest. If the home is on the market for sale, it will not be eligible for assistance.
- The home must be suitable for rehabilitation under the time and funding constraints of the program.
- Participants must meet 50% to 80% (depending on fund source) of area median income guidelines for the area based on family size at the time funds are committed to the property. Income must be verified, whenever possible, by third party verifications. *(Owner must sign an authorization to verify income and income must be re-verified if over 6 months time has elapsed since the commencement of the project.)*
- Homeowner must provide verification of Total Loss Coverage Insurance at the time of application for services.
- Homeowner must hold a Fee Simple Title or a 99-year leasehold on the property, verifiable by a preliminary title search only, deeds alone do not suffice.
- Property taxes must be paid and current at the time of application for services.

- If all funding assistance is not sufficient to rehab the unit to a minimum standard, the application will be denied.

PREFERENCES

Gila County will give priority to households with specified target populations (elderly, disabled and families with children 18 years of age and under).

NON-DISCRIMINATION

The program will not discriminate against any potential participant based on race, color, religion, gender, family status, handicap, or violate any other applicable federal statute.

GRANT/LOAN

- LOANS – Gila County has the ability to negotiate with local Gila County banks to provide principal reduction loans to moderate income homeowners to rehabilitate their homes. Under such agreement the maximum loan amount would be negotiated with the client being able to borrow a certain percent based on their credit worthiness.

- DEFERRED PAYMENT LOANS (DPL) -Any owner-occupied rehabilitation project that exceeds $14,999, including change orders, shall be provided to the participant in the form of a forgivable non-interest bearing deferred payment loan. This loan shall be secured by a lien and promissory note. The note shall be forgiven over a designated period and as long as the dwelling is occupied by the owner. In the event of the owner's death, a **qualifying*** immediate family member who has inherited the property may assume the balance of the deferred payment loan. Any un-forgiven balance of the loan during the recapture period shall become due and payable upon the sale, exchange or transfer of the property. If these guidelines are adopted by other entities with whom Gila County is the sub-recipient, then the Grantor entity shall be responsible for securing the lien and promissory note for the deferred payment loan.

- EMERGENCY REPAIR GRANT (ERG) – This is an outright grant (not to exceed $10,000) to low income residents to address emergency conditions for the purpose of eliminating a threat to life, safety, and/or eliminating an imminent health hazard. See page 16 for this process.

RECAPTURE PROVISIONS

Loan Amount	*Recapture Period*
Under $15,000	5 years
$15000 to $40,000	10 years
Over $40,000	15 years

At the end of the Recapture period, Gila County Housing Services Program shall contact the title company and the Gila County Recorder's Office and proceed to process the loan as "Paid in Full". Copies of all forms from this procedure shall be retained in the case file, as well as, be provided to the homeowner.

**qualifying – must meet all State Housing Fund Income Guidelines, and other criteria as applicable.*

PROGRAM INCOME

Should Gila County Housing Services recapture any funding all the funds recaptured will be sent to the Arizona Department of Housing.

In the event that a homeowner decides to refinance their home after rehab work is completed, the Housing Services Department will make the decision as to whether to allow the refinance to take place. A Rate and Term refinance may be allowed, if the purpose is to re-mortgage the first mortgage for a better interest rate and to lower payment amounts and the new financing is at a fixed interest rate. Balloon interest payments or adjustable interest rates are not allowable. Gila County Housing Services may re-subordinate in these cases. The Housing Services Department will not allow or re-subordinate for refinancing to cash out on equity or to open a line-of-credit, in these situations recapture of outstanding deferred payments will be implemented.

DEFERRAL CONDITIONS

The decision to defer work in a dwelling is difficult, but necessary in come cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious dog, excessive animals, animal excrement inside the dwelling)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- If in the judgment of the Housing Services staff, any condition exists which may endanger the health and/or safety of the crew or sub-contactor, the work should not proceed until the condition is corrected.

SELF-HELP OR SWEAT EQUITY

The Housing Services Department does not operate a self-help or sweat equity program. Gila County will not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future “call back” notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

THE REHABILITATION STANDARD AND SPECIFICATIONS

All housing rehabilitation projects will meet State Rehabilitation Standards (Attachment 3) or local code. In addition Gila County has adopted the Uniform Building Code (UBC) (1991), National Electric Code (NEC)(1990), Uniform Mechanical Code (UMC)(1991), Uniform Plumbing Code (UPC)(1991), Uniform Conservation Code (UCC)(1991), as well as, the Uniform

Housing Code (UHC)(1991). The County uses standard specifications, which are tailored to each specific project.

When projects are located within incorporated areas the Housing Services Staff will implement the appropriate city or town code. If no code has been adopted, staff will utilize the County's code and ordinances as applicable.

In addition, energy conservation measures and abatement of hazardous materials (i.e. lead based paint) as prescribed by HUD including and not limited to State adopted HUD Lead-Based Paint Regulations are also included in the scope of work.

General property improvements are also included to upgrade the physical appearance of the home and the neighborhood as a whole. See Attachment 3 for more detail.

THE FOLLOWING ARE EXAMPLES OF WORK THAT **CANNOT** BE CONSIDERED PART OF REHABILITATION:

1. Items that exceed the quality of products as specified, i.e. upgraded carpet/tile
2. Luxury items not considered a necessity, i.e. fireplaces, swimming pools, cable TV connection, etc.
3. Additions for family rooms, recreation rooms, etc. (bedroom additions will be considered based on family structure and over-crowding in existing house).

TEMPORARY RELOCATION

Temporary housing will be used if necessary to house families whose house is under construction through the rehab program. Funding will be utilized from a variety of programs operated by the Gila County Community Services Division.

a. If the completion of the identified repairs imposes a health and safety risk to the occupants, MCCS Department will make temporary housing arrangements for the period of time estimated by the contractor to complete the repairs.
b. Temporary relocation with area relatives or friends will be the first alternative. If this is not available, the occupants will be temporarily relocated to an area hotel/motel that is equipped with a microwave and refrigerator, if available. The occupants will be responsible for their own meals.
c. If necessary, personal belongings of the occupants will be placed in temporary storage at either a commercial location or a Mohave County storage location, if available.
d. All temporary relocation costs will be included in the total rehabilitation cost.

REPLACEMENT REHABILITATION

Replacement is only allowed under the Rehabilitation Program.

1. Staff will make cost estimates for each dwelling. If the unit is a manufactured home and the cost estimate of the necessary repairs exceeds the budgeted amount and if the repairs that can be made would still not bring the unit "up to code", the decision can be made to replace the unit with a used manufactured home, providing the cost of transport, hookup and after-rehab value is within the allowable cost of the program.

a. The replacement manufactured/modular home will be competitively procured through the solicitation of three written quotes, in accordance with Gila County Purchasing Department Policy. If the homeowner refuses to accept the unit selected by Gila County during the first round of the selection process, the homeowner will be allowed a second chance to select a unit. Gila County will again attempt to competitively procure a unit for the homeowner. If the homeowner refuses to accept the unit selected by Gila County during the second round of the selection process, the homeowner's application will be cancelled. The homeowner will be notified in writing of this cancellation and they will have ten (10) days from the date of the cancellation letter to request an Administrative Review/Informal Hearing on the decision to cancel the application. In the Administrative Review/Informal Hearing, the homeowner must prove "just cause" as to the reason for not selecting a unit.
b. On used mobile home replacements, all appliances, utilities and fixtures will be in good working order. However, homeowner understands that if this is not a new mobile home, homeowner accepts it "as is". All appliances and fixtures will be replaced with new, if enough funding is left in their grant.

c. Staff will first try to replace mobiles with new factory built ones, as costs allow.

ACQUISITION

All acquisition of land, which includes long term leases and permanent use easement, must meet the requirements of the Uniform Relocation and Real Property Acquisition Act. This requires documentation of various notices to the owner, and appraisals (and review appraisals) in most instances.

LEAD BASED PAINT HUD REGULATIONS

In order to comply and implement lead-based paint requirements, the Housing Services Department shall use as guidance the OHD Housing Bulletin #1 issued by the GOHD on December, 2001 (Attachment 6 under Section A). The program shall specifically adhere to the evaluation, disclosure, work requirements, and clearance procedures contained in this Bulletin. Any interim control or abatement procedures of lead-based paint hazards as prescribed by HUD requirements shall be included in the scope of work. The Housing Services Department shall also attempt to obtain lead-based paint general liability insurance for lead-based paint hazards and encourage contractors to secure lead-based paint hazard liability insurance.

Staff will provide the homeowner with the EPA/HUD Pamphlet "Protect Your Family from Lead in Your Home". Staff shall also provide the homeowner with the Lead Based Paint Notification for the homeowner's review and signature. Staff shall specifically review the notification form with the homeowner and make every effort to ensure the homeowner is aware of the hazards and ways to avoid lead based paint poisoning. The executed notification is retained in the homeowner/client's file and a copy is provided to the client. If lead based paint hazards are identified by risk assessment and treated the participant shall be provided with the following notices: Notice of Evaluation and Notice of Lead Hazard Reduction. All brochures are available in alternate format for non-English Spanish speaking persons.

MARKETING TO GENERAL PUBLIC/POSSIBLE APPLICANTS

Gila County makes every effort to promote awareness to the general public by presenting its program to local groups, such as the Chamber of Commerce, the Lions Club, the Rotary Club, Area Network Teams, and any other group that expresses interest. Public Service announcements and press releases are also sent to local radio, television and newspapers to market our program.

The Housing Services Program makes every possible effort to inform and promote program awareness to every segment of the community. Informational materials are distributed across the county and are freely available through various county departments. Although, "word of mouth" is the best and foremost method of communication in our community, the Housing Services Program also advertises in the local newspapers within the county.

The Housing Services Program has also developed a network for referrals from:

1. Gila County Health Department, Public Health Nursing, Public Environmental Health Dept., Public Gila County Public Fiduciary's Office, Gila County Community Development Office, Gila County Section 8 Housing Program, Workforce Investment Department, Gila County Community Action Program.
2. Gila County Community Development Office advising of dangerous or condemned buildings.
3. Gila County Community Development Office or Gila County Health Department advising of a broken sewer, leaky roof, etc. during their inspections.
4. Various social services agencies (Gila Aging, Child Protective Services, Vocational Rehabilitation Program, etc.) advising of health and safety issues.

All promotional materials and other marketing tasks are done by the Housing Services Program staff on an ongoing basis.

MARKETING TO CONTRACTORS

The Housing Services Department follows the procedures for procurement and contracting as directed in the handbook distributed by the Department of Housing. This handbook and any updating information/additions to the same are kept by the Housing Services Manager and are available for reviewed and reference by any interested person(s).

It is standard procedure to advertise for rehabilitation bids in the local newspapers (AZ Silver Belt, Payson Round-Up, etc.) which is distributed throughout Gila County. The Housing Services Department also keeps a list of qualified contractors, who are notified by mail, telephone or by fax of any jobs that may be out to bid.

Bids will be solicited from only those contractors who have successfully completed Building Pressures Institute (BPI) training and are currently certified as such.

Every effort is made to obtain a minimum of three (3) bids for each house.

The Administrative Assistant shall retain the files on licensed, insured, bonded and otherwise qualified (not disbarred) contractors who are notified in writing of any bid invitation.

Contractors will be encouraged to secure lead based hazard liability insurance as the Housing Services Program will grant preference to those with this type of insurance.

STAFFING AND ADMINISTRATIVE STRUCTURE

The Gila County Housing Services Department currently consists of approximately 5 staff with additional services provided by the county departments listed under the heading of the Division of Health and Community Services on an as needed basis (Attachment 2). The Housing Services Department is administered and staffed as follows:

Community Services Division Director
Community Services Division Divisional Program Manager
Community Services Divisional Fiscal Manager
Community Services Division Community Action/Housing Services Manager
Community Services Division Administrative Clerk, Specialist
Community Services Division Weatherization/Rehabilitation Technician
Community Services Division Administrative Assistant

The Director provides oversight of the program. The Divisional Program Manager works closely with the Community Action/Housing Services Manager providing program oversight and supervision of the staff. The Divisional Fiscal Manager will assist the Divisional Program Manager and Community Action/Housing Services Manager in monitoring the expenditure of funds for each project and preparing the necessary financial reports.

The Divisional Program Manager and Community Action/Housing Services Manager are responsible for writing all grant applications for submission to the funding agency(ies).

The Administrative Clerk Specialist will assist the Community Action/Housing Services Manager with writing/revisions to the program guidelines, compliance issues, and periodical monitoring of the administration of the program(s).

The Community Action/Housing Services Manager is responsible for the implementation of the program, expenditure of funds and compliance with the program rules and regulations. The Community Action/Housing Services Manager secondary tasks are those related directly to rehabilitation services and working on a one to one basis with the applicants from identification to completion of the project.

The Housing Services Assistant is responsible for intake, contacting licensed, minority and women owned businesses to request their participation in the Housing Services programs, qualifying the applicant, maintenance of waiting lists, correspondence between department and homeowner, monitoring and data entry of each project. Also assists the Divisional Fiscal Manager with financial management and contract closeouts, and assists the Weatherization/Rehabilitation Technician with program eligibility

The Weatherization/Rehabilitation Technician is responsible for all necessary disclosures, preliminary and subsequent inspection of the subject property, preparation of the plans and/or specifications for bidding, cost estimating, and final close-out of the project. During construction, the Weatherization/Rehabilitation Technician and Technician conduct periodic inspections of the work, interfaces with the homeowner and contractor to ensure quality work, approves change orders for referral to the homeowner and participates in the final walk through. Maintenance,

energy conservation, and homeowner responsibility/neighborhood revitalization counseling will be provided to each participant by any member of the Housing Services Department.

Training for the Housing Services Program staff is provided by Gila County and by attending workshops training sessions paid for with grant monies. In addition to the Housing Services Department staff, we will utilize the Gila County Planning/Zoning, Community Development, and Engineering Departments for appropriate technical assistance to the program.

PRE-SCREENING PROCESS

The prospective applicant will complete a pre-screening form to determine the individual's preliminary eligibility, specifically:

a. Applicant presently owns the property
b. Location of the home is within the county boundaries
c. Preliminary (self declared) income information
d. Determination if Property Taxes and Insurances are current on the property
e. Household size and composition

Determination of eligibility to be placed on a waiting list is performed at the pre-screening process and the individual is notified in writing within ten (10) working days of this determination.

If the individual is found eligible, the individual is placed on a waiting list. Recertification for continuation on the waiting list is performed every six months. When the individual reaches the top of the waiting list Housing Services staff, with the help of the prospective participant, will complete the application to ensure the information accurately reflects the prospective participant's present situation.

APPLICATION PROCESS

Housing Services staff will verify all income via mailed correspondence from the participant's employer, Social Security Administration, Veteran's Administration, previously filed income tax returns, check stubs, etc. During rehab, income verification shall be valid for a period of six (6) months, after which it must be recertified if the project has not been completed. All information obtained through this process shall be kept in locked files to ensure confidentiality.

The following definitions aid staff in the application process:

- Income - All wages, financial assistance from Social Security, Veteran's Administration, Department of Economic Security, Temporary Assistance to Needy Families, Unemployment Insurance, Alimony, Child Support, and income from any other source by any member of the household.

- Family/Household – All persons occupying the home, including permanent extended family, i.e., elderly parents, single children with children of their own. In the case of more than one family per unit, every effort is made to provide the non-owner with housing assistance through another program to decrease over-crowding.

Prior to the formal application being approved, two eligibility determinations/certifications are made:

1). Family – based on income and home ownership (if on waiting list more than 6 months must be recertified.)
2). Property – feasible for rehabilitation

Priority will be given to elderly, disabled and families with children whose incomes fall at or below 50% to 80% of Gila County Median Income limits. An exception to this rule would be if an emergency situation[1] is found in the home, and if so determined, this individual would be expedited on an emergency basis.

Upon the approval of the application, income eligibility requirements, home ownership, and proof of insurance, the participant will be notified within fifteen (15) working days of the eligibility determination.

In the application process staff will review each case with the Community Action/Housing Services Manager. The Weatherization/Rehabilitation Technician and/or Community Action/Housing Services Manager is responsible for approval or disapproval of each application. Housing Services staff will then inform the applicant of the type and extent of assistance being offered and advise the applicant of the estimated time line for the sequence of events that will be necessary in the repair/rehabilitation process.

A title search will be conducted by the staff to determine that there are no liens or taxes owed against the property. Should liens and/or arrearages exist, Housing Services staff will meet with the homeowner to attempt to resolve the situation. The Administrative Assistant will verify ownership by obtaining a copy of the deed or title and a tax valuation from the Gila County Assessor's Office. The participant shall provide the Administrative Assistant with verification of total loss coverage insurance on the home. Eligibility determination will not be made nor will the repairs/rehabilitation of the property be commenced until all information/verifications are received.

If the potential participant has a 504/ADA issue or is non-English speaking, staff provides the necessary assistance through the entire process.

The Community Action/Housing Services Manager shall review and authorize each application prior to the project commencing.

Upon acceptance into program, certified staff will schedule an initial property inspection and will conduct a visual assessment to identify lead hazards and determine the Scope of Work. The homeowner is also informed that all contracts are strictly between the owner and contractor. The Weatherization/Rehabilitation Technician and/or Weatherization Technician will monitor the progress, inspect for proper performance and sign off along with the homeowner after both are satisfied with the completed project.

Copies of all forms that are pertinent to the project will be provided to each homeowner at their request.

WORK WRITE-UP

Work Write-Up Forms are prepared by the Weatherization/Rehabilitation Technician who is experienced in construction and is required to keep abreast of the latest code requirements, construction methods and materials, and particularly, preservation of a designated historical

building. It is important in our program to preserve the architectural features of a particular era. In a case where code and preservation conflict, the work shall be done to code, but every effort will be made to provide the "look" of a particular feature, structural or nonstructural. A change order will be prepared, if necessary, and it will bear approval from the homeowner, Weatherization/Rehabilitation Technician, contractor and Housing Services Manager.
The Housing Services Manager is responsible for reviewing the accuracy of the work write-up and the homeowner will approve final work write-up. The work write-up will call for items that meet code as per the Rehabilitation Standards, but will specify brands, sizes, location, etc. The work write-up may be accompanied by a set of plans complete with construction details. The plans will identify all areas of the house and approximate dimensions, door and window location, etc. The work write-up can be specifically cross-referenced.

Only FHA approved improvements are eligible under this program. A Property Inspection Checklist is utilized to assist with ensuring homes meet State Rehabilitation Standards and are safe, sanitary, decent and energy efficient.

The Weatherization/Rehabilitation Technician and staff utilize a computerized specification writing program when preparing the specifications for each project. Sample building specifications are included as Attachment 4, which is a copy of the standardized rehabilitation specifications generated by the Respec program when developing the work write-up for each project. Staff also has the ability to create additional specifications tailored to each project.

COST ESTIMATES

The Weatherization/Rehabilitation Technician is responsible for the preparation of a cost estimate for each job. In addition to the experience and training previously mentioned under the work write-up, the Weatherization/Rehabilitation Technician must keep abreast of the economic conditions in our area with respect to the construction trades, including, but not limited to:

a. Availability of qualified contractors with emphasis on disabled, women, and minority business enterprises;
b. Availability/cost of materials;
c. Present labor costs.

The Weatherization/Rehabilitation Technician will prepare a cost estimate of each individual dwelling based on the technical specifications as determined in the work write-up. The cost estimate will include all costs for materials and labor, as well as, costs for overhead and profit. In order to stretch the rehabilitation dollars, the county and incorporated areas may waive permit fees on all projects.

PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference is held on the property site prior to bidding. The Pre-Construction Conference assists in minimizing any misunderstandings with the staff, contractors and homeowners regarding work to be accomplished during the project.

Gila County will only utilize Contractors who have successfully completed a contractor eligibility package. This package includes verification of licensing, insurances, and that contractor is in good standing with the Arizona Registrar of Contractors. Any Contractor that

does not complete the process, or has otherwise been deemed ineligible, will not be able to participate in the program.

BID AWARDS

A. Bid Award: Bids are awarded by homeowner, however, housing staff will recommend the award be made to the lowest qualified bidder. The Housing Services Manager reserves the right to reject any and/or all bids for reasons including but not limited to the following:

1. The Contractor is not licensed or has had his license suspended or has been disbarred from projects involving certain funding sources (i.e. HUD)
2. The Contractor is not able to proceed with the project in a timely manner due to other commitments.
3. The bid submitted is more than 15% below the Cost Estimate and, in the Housing Rehab Specialist's judgment, the Contractor will not be able to complete the project as specified for the bid price.
4. The Contractor has failed to complete past projects in a timely or workman like manner or has failed to respond appropriately to request for warranty service.
5. The Contractor has failed to provide lien waivers as required or has had mechanic's liens filed by suppliers or subcontractors on past projects.
6. Bidding forms are improperly filled out or incomplete.
7. All bids submitted are more than 15% above the Cost Estimate.

B. Owner Bid Rejection: The Owner may reject any or all bids without cause subject to the following provisions:

1. The Owner may choose to reject the lowest qualified bid recommended by the Housing Services Manager and select a Contractor other than the lowest bidder if the Owner is willing to provide from his own funds and amount equal to the difference between the low bid and the selected bid.
2. The Owner may reject all bids at any time up to three working days after the contract is closed.

C. Delays in Awarding Contract: Generally the contract will be closed and work will begin within thirty days of the date of bid submission. If thirty days have passed since the submittal of bids and no contract has been signed, the Contractor has the option of:

1. Honoring the original bid.
2. Withdrawing his bid.

If the Contractor chooses to withdraw his bid, the project will be offered to the next qualified low bid or a new bid process will begin. The Housing Services Manager reserves the right, with the owner's concurrence, to negotiate any bid.

AGREEMENTS, CONTRACTS, AND OTHER DOCUMENTS

Each file contains a checklist noting all documents and verifications (such as check stubs, bank statements, property tax statement, title report insurance, etc) required for the housing rehabilitation program. This checklist will reflect the type of documents included in each file and will note those that do not apply as "N/A".

PROPERTY INSPECTIONS

Property inspections will be performed by a qualified Building Inspector to ensure all work complies with the applicable building codes.

In addition, Housing Services Staff will conduct frequent inspections to monitor progress, identify problems that may occur, initiate change orders that may arise, ensure compliance with State Rehabilitation Standards requirements and non-code items. Staff is certified in the State Rehabilitation Standards inspections, energy audits and in general code requirements. Training in this area is provided with Gila County and/or grant funds.

CHANGE ORDERS

A Change Order may be requested by the contractor due to circumstances which were unforeseen and not included in the original Work Write-Up. An example would be a safety or code violation that could not be determined until the actual work began. The homeowner must be informed of Change Orders and agree to these changes in writing. The contractor must have written approval from the Community Action/Housing Services Manager and or Weatherization/Rehabilitation Technician before undertaking any Change Order work, for any reason. Change Orders must be in writing and documented in the client file. If the Change Order is costly the project may be adjusted as not to exceed the projects budget.

PAYMENT AND WARRANTIES

Payments for services are not approved until all aspects of the repairs/rehabilitation have been performed to the satisfaction of the contract terms, homeowner, and final inspection by the Housing Services Manager, Weatherization/Rehabilitation Technician. In certain cases, progress payments are allowed on large contract amounts.

Warranty information is provided to the homeowner at the time the project is completed. The homeowner must sign the Warranty Documentation Notice to verify receipt of the documents. The Administrative Assistant will also maintain copies of warranties in the client file.

REPORTING, CASEMANAGEMENT AND TRACKING

The Community Action/Housing Services Manager and Divisional Fiscal Manager are responsible for reporting procedures. The Weatherization Technician and the Administrative Assistant are responsible for maintenance of all case files, and the Housing Services Program staff maintains a real time progress chart detailing the progress on each dwelling under construction. The Weatherization/Rehabilitation Technician and Administrative Assistant prepare monthly progress reports to the Community Action/Housing Services Manager and the Divisional Fiscal Manager. The Divisional Fiscal Manager is responsible for all financial and performance reports to the Arizona Department of Housing including, but not limited to family and contractor profiles (minority, handicapped, ethnicity, etc.). The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

HOUSING MAINTENANCE COUNSELING

During the construction phase of the project, counseling will be provided on good neighbor policies; maintenance of property and appliances, keeping landscaping neat, not allowing garbage to pile up, changing appliance filters and pads. After construction is completed Housing Services staff will provide energy conservation education including applications for local utility discount programs, as well as, other topics as necessary to enhance homeowner's understanding of their role in the community.

ENERGY EFFICIENCY GUIDELINES

Staff will monitor and test for compliance with energy efficiency measures as per the bid specifications. Bid specifications may be written to include energy efficiency measures as applicable to each home and the homeowner as applicable to conditions present in each home. Energy efficiency measures will be determined by Energy Star Qualified Homes Codes and Standards Information (Attachment 5) be a factor in energy efficiency measures installed in the home. These energy efficiency measures that may be installed in the homes are as follows:

- Photo Voltaic 5KW Panel
- Water saving devices
- Low VOC Paint
- Solar hot water heater
- Spray foam on roof deck
- Metal roofing – in light or white color
- Vinyl windows w/low E rating
- Foam insulation and stucco exterior
- 16 SEER or higher Heating, Ventilation, Air Conditioning units
- Compact fluorescent or LED lights installed in fixtures throughout the home
- Seal and insulate duct systems
- High efficiency HVAC System

AFTER REHABILITATION ASSESSED VALUE

Staff will obtain a pre-rehabilitation assessment from the Gila County Assessor's Office and at the completion of the rehabilitation project will add the total project costs to the assessed value of the home to determine the after rehabilitation assessed value of the home. This will be documented on the Project Completion Form. The assessed value of the home plus the rehabilitation assistance will not exceed maximum per state unit investment amounts for Gila County.

GRIEVANCE/PROTEST PROCEDURE

Client Grievance Procedure:
Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Housing Rehabilitation Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.

- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Community

Action/Housing Services Manager. Complaints shall be brought to the attention of the Community Action/Housing Services Manager within 10 days after the client becomes aware of the problem.

- The Community Action/Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.

- If the issue is not resolved within 5 working days with the Community Action/Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Community Services Division at 5515 S. Apache Ave., Globe, Arizona 85501.

- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.

- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Community Services Division of his/her intention to appeal the decision to the Board of Supervisors.

- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Housing. Each participant is given a copy of the grievance procedure with a copy being maintained in the case file in the Office of Community Services/Housing Services Department.

Contractor Grievance Procedure:
Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.
All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

CONFLICT OF INTEREST

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Community Services Division Housing Services Department who has CDBG, SHF or HOME related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

EMERGENCY REPAIR GRANT GUIDELINES

PURPOSE

The Emergency Repair Program is designed to assist low income households with minor emergency repairs to their home. This program is available to qualified low income homeowners located within Gila County. The maximum grant amount is $10,000.

ELIGIBLE COSTS

In order to qualify for an emergency repair grant, the property must be suitable for emergency repairs under the time and funding constraints of the program. If all funding assistance is not sufficient to repair the unit to a minimum standard, the application will be denied. An emergency situation (in need of immediate correction of a code violation(s), which constitutes: (a) a serious and urgent, life threatening hazard that comes about suddenly and unexpectedly; and/or (b) an incipient health and safety hazard (i.e., a code violation that, if not repaired, will cause serious structural damage to the property) must also be present in the home at the time of application for services.

TYPES OF REPAIRS

Any repairs necessary to provide the household members with safe and sanitary living conditions are considered an emergency. Examples are:

1. Plumbing – overflowing of toilets, defective hot water heater, blockage in sewer line, and defective heating systems.
2. Electrical – shortage in electrical wiring, switches, exposed wires, etc.
3. Miscellaneous – leaky roofs or defective entrance doors with improper locking devices, etc.

PROCEDURES

1. The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete a pre-screening form to determine the individual's preliminary eligibility, specifically:

    a. Individual presently owns and occupies the property;
    b. Location of the home is within Gila County boundaries; and
    c. Preliminary income information.
    d. Property Taxes and Insurance are paid and up-to-date on the property.
    e. Household size and composition.
    f. Determine if an urgent and serious emergency situation exists (in the event of an emergency situation, Step 2 will be eliminated and Steps 3 and 4 will be expedited)
    g. Home is being occupied as a primary residence for at least 12 months prior to assistance.
    h. If the home is on the market for sale, it will not be eligible for assistance.

2. Determination of eligibility to be placed on a waiting list is performed at the pre-screening process and the individual is notified in writing within ten (10) working days of this determination.

3. A member of the Housing Services Staff will inspect the property to verify emergency.

4. The homeowner will be required to submit an application for services (following steps defined on page 9 of the housing rehabilitation guidelines).

5. Housing Services Staff shall contact a local licensed contractor to get estimates on the repair(s). The repair(s) will be approved by the staff and then will be performed within either: 1) a one to three day period of the initial application for services; or 2) as immediately as possible to alleviate the emergency situation, the repairs performed ***shall*** be the minimum necessary to alleviate the emergency and further repairs to the home ***may*** be placed on hold until such time that the Housing Services staff can schedule the completions.

6. Housing Services Staff will conduct an inspection on the work completed. Counseling and education on the maintenance and care of the home, appliances, property, as well as, energy efficiency/savings will be provided before, during and after the work is completed. The homeowner will be asked to complete a Final Inspection Form prior to the final contractor payment being issued.

7. The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

DEFERRAL CONDITIONS

The decision to defer work in a dwelling is difficult, but necessary in come cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client has known health conditions that prohibit the installation of materials.
- The building or structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that failure is imminent and the condition\ns cannot be resolved cost-effectively.
- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious dog, excessive animals, animal excrement inside the dwelling)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- In the judgment of the Housing Services Program Staff, any condition exists which may endanger the health and/or safety of the crew or sub-contactor, the work should not proceed until the condition is corrected.

SELF HELP/SWEAT EQUITY

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future "call back" notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Community Action/Housing Services Manager.

AFTER EMERGENCY REPAIR ASSESSED VALUE

Upon approval of the applicant, staff will obtain an assessment from the Gila County Assessor's Office and at the completion of the project will add the total projects costs to the assessed value of the home to determine the after emergency repair assessed value of the home. This will be documented on the Project Completion Form. The assessed value of the home plus the emergency repair assistance will not exceed maximum per state unit investment amounts for Gila County.

A copy of all forms utilized with the Emergency Repair Program can be found in Attachment 8.

AGREEMENTS, CONTRACTS, AND OTHER DOCUMENTS

Each file contains a checklist noting all documents and verifications (such as check stubs, bank statements, property tax statement, title report insurance, etc) required for the emergency repair program. This checklist will reflect the type of documents included in each file and will note those that do not apply as "N/A".

GRIEVANCE/PROTEST PROCEDURE

Client Grievance Procedure:
Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.

- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Community Action/Housing Services Manager. Complaints shall be brought to the attention of the Community Action/Housing Services Manager within 10 days after the client becomes aware of the problem.

- The Community Action/Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.

- If the issue is not resolved within 5 working days with the Community Action/Housing Services Manager, the participant may refer his/her complaint

in writing to the Director of the Community Services Division at 5515 S. Apache Ave., Globe, Arizona 85501.

- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.

- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Community Services Division of his/her intention to appeal the decision to the Board of Supervisors.

- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Housing. Each participant is given a copy of the grievance procedure with a copy being maintained in the case file in the Office of Community Services/Housing Services Department.

Contractor Grievance Procedure:
Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Community Action/Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.
All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

CONFLICT OF INTEREST

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Community Services Division who has CDBG, SHF or HOME related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

MINOR HOME REPAIR PROGRAM GUIDELINES

PURPOSE

Minor Home Repair Program is designed to assist persons aged 60 or over or those under age 60 with a disability with minor home repairs to their home. This program is available to qualified residents living in Gila County. This program is designed to help those who do not have the resources to perform or pay for the repairs themselves.

ELIGIBLE COSTS

In order to qualify for the program, the property must be suitable for repairs under the time and funding constraints of the program. Persons whose income level is at or below poverty level will be given priority over those whose incomes are higher than poverty level. The maximum amount of each grant is $1,500.00.

TYPES OF REPAIRS

The type of repairs made will provide for the safety and/or structural repairs to the home. The repairs must be made to increase or maintain the independence of eligible individuals and to increase the individual's mobility, safety, and access to and around the home. Repairs done to the home may include, but are not limited to:

- Building of ramps
- Cooler and heater repair/maintenance
- Evaporative Cooler Tune-up Program
- Widening of doorways
- Installation of grab bars
- Screen repair
- Installation of safety mats
- Window repair
- Minor roof repair
- Door repair
- Floor repair

The majority of the funding for this program will be utilized for the Low Income Evaporative Cooler Tune-up Program. The evaporative cooler tune-up program will be bid out to local licensed heating/cooling contractors. The contractor who bids the lowest per cooler price will be awarded the contract and an agreement will be entered into for the evaporative cooler tune-up portion of this program.

PROCEDURES

1. The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete an application by one of several methods. The methods are telephonic, in person, via home visit (for homebound only), and through a downloaded application via the internet.

2. Determination of eligibility is performed at the time of the application.

3. The application is reviewed by the Housing Services staff to determine the best method of resolving the repair.

4. Housing Services Staff shall contact a local licensed contractor to get estimates on the repair(s).

5. The repair(s) will be approved by the staff and then will be performed within either: 1) a one to three day period of the initial application for services; or 2) as immediately as possible to alleviate the emergency situation, the repairs performed ***shall*** be the minimum necessary to alleviate the emergency and to receive additional repairs to the home ***may*** be placed on a waiting list for other funding sources.

6. Housing Services Staff will conduct an inspection on the work completed. Counseling and education on the maintenance and care of the home, appliances, property, as well as, energy efficiency/savings will be provided before, during and after the work is completed. The homeowner will be asked to complete a Follow-up Form prior to the final contractor payment being issued.

7. The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

SELF HELP/SWEAT EQUITY

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future "call back" notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

GRIEVANCE/PROTEST PROCEDURE

Client Grievance Procedure:
Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.

- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Community Action/Housing Services Manager. Complaints shall be brought to the attention of the Community Action/Housing Services Manager within 10 days after the client becomes aware of the problem.

- The Community Action/Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.

- If the issue is not resolved within 5 working days with the Community Action/Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Community Services Division at 5515 S. Apache Ave., Globe, Arizona 85501.

- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.

- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Community Services Division of his/her intention to appeal the decision to the Board of Supervisors.

- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Housing. Each participant is given a copy of the grievance procedure with a copy being maintained in the case file in the Office of Community Services/Housing Services Department.

Contractor Grievance Procedure:
Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Community Action/Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.
All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

CONFLICT OF INTEREST

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Community Services Division who has Pinal Gila Council for Senior Citizens funding related responsibilities or access to inside information may not obtain a financial benefit or

interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

Utility Repair, Replacement and Deposit (URRD) Program Guidelines

(Excerpted from Arizona Department of Economic Security Division of Aging and Community Services Administration Utility Repair Replacement Deposit (URRD) Policy Manual Insert)

PURPOSE

Utility Repair, Replacement was established by state law to help low income individuals who are in crisis situations with deposits for utility services and to make needed repairs and replacements to utility related appliances or systems.

ELIGIBLE COSTS

In order to qualify for the program the total household income must be at or below 150% of Federal Poverty Guidelines. The person must own the appliance that is being repaired or replaced. The maximum amount of each grant is $2,000.00.

TYPES OF ASSISTANCE

Assistance may include, but is not limited to:

- Deposits for Gas/Propane, Electricity, Telephone and Water Services
- Repairs to utility related appliances or systems.
- Replacements of heating or cooling systems, water heaters, space heaters and telephones for owners.

The applicant must be the owner of the appliance or system to be repaired and/or replaced.

ELIGIBLE APPLIANCES:

- Water heater
- Cooking Stove
- Furnaces
- Air Conditioners
- Telephone
- Evaporative Coolers
- Refrigerators (energy efficient only)

NOT ELIGIBLE APPLIANCES

- Televisions
- Radios
- Video Cassette Recorder (VCR)
- Hair Dryers
- Blenders
- Water Softeners
- Cable TV
- Satellite Receivers

All other appliance repair and/or replacement not listed will require prior approval by the DES/CSA Program Manager or the Program Specialist.

PROCEDURES

1. APPLICATION

   The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete an application for services.

2. CRITERIA FOR REPAIR/REPLACEMENT

   Replacement of utility related appliance shall be limited to when repair costs exceed replacement costs or an appliance is found to be inoperable with repairs. Replacement will only occur when a crisis has been documented.

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors should establish procedures to assure this occurs.

3. OWNERSHIP AND INSPECTION

Ownership of the appliance or utility system can be ascertained by:

- Client providing a receipt of purchase, or
- Client signs a statement of ownership

Inspection of the needed repair and/or replacement may be completed by a qualified Housing Services staff member.

4. PAYMENTS

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentations, such as an invoice.

5. ELIGIBILITY:

- Income must be at or below 125% of federal poverty guidelines, or 150% if one or more household members is aged 60 or over and/or has a disability.
- Must establish and verify identity,
- Must verify United States Citizenship[1], or verification of immigrant status[2]
- Must be a resident of Arizona
- Household must be in a crisis situation and meet one of the crisis reasons.
- Applicant must be the owner of the appliance or system to be repaired and/or replaced.

Crisis Reasons:

- A loss or reduction of income or public benefits
- Unexpected emergency expense that caused a lack of resources
- A health or safety related emergency

6. An eligibility determination will be issued. For repair/replacements, the Housing Services Staff will make an assessment of the repairs/replacements and determine what type of assistance is necessary to alleviate the problem.

7. <u>For Utility Payments</u>: a voucher will be issued to the appropriate utility company. The client must take the voucher to the company and arrange for service. The client must provide verification that they have paid the rent prior to receiving assistance with deposits.

<u>For Repair/Replacement</u>: Housing Services Staff shall contact a local licensed contractor to get estimates on the repair(s). The contractor who bids the lowest price will be awarded the bid. In the event that we cannot receive at least 3 bids, the staff member will note it in the file and the job will be awarded to the only bidder.

8. The repair(s) will be approved by the staff and then will be performed within either: 1) a one to three day period of the initial application for services; or 2) as immediately as possible to alleviate the emergency situation, the repairs performed ***shall*** be the minimum necessary to alleviate the emergency. If further repairs to the home are necessary, the person will be placed on a waiting list for other program funding.

9. Housing Services Staff will conduct an inspection on the work completed. Counseling and education on the maintenance and care of the home, appliances, property, as well as, energy efficiency/savings will be provided before, during and after the work is completed.
10. The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.
11. The file is then given to the Community Action Program Manager to complete a final quality review.

DEFERRAL CONDITIONS

The decision to defer work in a dwelling is difficult, but necessary in come cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious dog, excessive animals, animal excrement inside the dwelling)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- In the judgment of the Housing Services staff, any condition exists which may endanger the health and/or safety of the crew or sub-contactor, the work should not proceed until the condition is corrected.

SELF HELP/SWEAT EQUITY

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future "call back" notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Community Action/Housing Services Manager.

GRIEVANCE/PROTEST PROCEDURE

Client Grievance Procedure:
Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.

- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Community Action/Housing Services Manager. Complaints shall be brought to the

attention of the Community Action/Housing Services Manager within 10 days after the client becomes aware of the problem.

- The Community Action/Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.

- If the issue is not resolved within 5 working days with the Community Action/Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Community Services Division at 5515 S. Apache Ave., Globe, Arizona 85501.

- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.

- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Community Services Division of his/her intention to appeal the decision to the Board of Supervisors.

- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.

- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Housing. Each participant is given a copy of the grievance procedure with a copy being maintained in the case file in the Office of Community Services/Housing Services Department.

<u>Contractor Grievance Procedure:</u>
Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Community Action/Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.
All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

CONFLICT OF INTEREST

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Division of Health and Community Services who has URRD related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

WEATHERIZATION ASSISTANCE PROGRAM GUIDELINES

PURPOSE

Gila County Weatherization Assistance Program (WAP) is designed to serve low income homeowners with health, safety and energy related home repairs within Gila County. The program is generally defined by these guidelines.

ELIGIBLE COSTS

In order to qualify for the program the total household income must be at or below 150% of Federal Poverty Guidelines. The person must own the home that is being considered the for weatherization assistance program. Cost effectiveness will determine the type and amount of funding that is available per home.

TYPES OF ASSISTANCE

Assistance may include, but is not limited to:

- Repair and/or replacement of heating system
- Installation of ceiling insulation
- Water heater wrap (where allowed)
- Upgrade of evaporative cooler motor to a higher efficiency two-speed motor
- shade screens on all sun struck south, east and west windows and glass doors
- Reflective roof coating on mobile homes
- Storm window or single pane windows on mobile homes
- Water Heater repairs and relocation to a weather protected area if applicable.
- Replacement, of space heating and cooling systems when the cost to repair the equipment is greater than the cost to replace the equipment.
- Installation of low flow shower head
- Space Heating and cooling equipment tune-ups.
- Installation of setback thermostat(s) for persons with mobility problems or other extenuating circumstances.
- Replacement of call, ceiling, and floor forced air supply registers when existing condition limits functioning of control louvers.
- Replacement of evaporative coolers when the cost to repair the equipment is greater than the cost to replace the equipment.
- Fresh air ventilation systems may be installed with prior approval from the Energy Office.
- Installation of a butterfly damper in kitchen or bathroom ceiling exhaust fan(s) or ventilation ports.
- Exterior Doors with LIHEAP/WAP funding.
- Attic ventilation with LIHEAP/WAP funding.

RENTAL DWELLING

No rental dwelling may be weatherized under the terms of the weatherization Assistance Program Contract, unless written permission to perform itemized services if obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be

retained, along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

a. The fuel information release form shall be signed by the tenant of a rental dwelling prior to the inception of Weatherization services unless the dwelling is part of a master-metered complex in which case this provision does not apply.
b. The owner of the rental property or the owner's agent shall agree in writing not to raise the rental charge of said dwelling for a minimum period of one year from the date of the completion of Weatherization services as a consequence of the Weatherization investment.

PROHIBITION AGAINST WEATHERIZATION SERVICES

Dwelling Units

- Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this contract.
- Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this contract.
- Weatherization services, under this contract, are prohibited where the dwelling unit of an applicant household is located in a designated flood plain unless said dwelling unit is currently covered by flood insurance.

HEALTH AND SAFETY PLAN

PURPOSE – to establish the policies and procedures under which health and safety concerns are addressed in the Weatherization Assistance Program (WAP).

GOAL – To ensure energy savings are the result of Weatherization Assistance Programs actions while promoting a health and safe environment for clients and WAP worker and contractors.

SCOPE – Energy-related health and safety concerns need to be remedied before, or because of, the installation of weatherization materials. Therefore, energy-related health and safety hazards associated with weatherization activities may be remedied or prevented with DOE funds. Measures and their costs must be reasonable and must not seriously impair the primary energy conservation purpose of the program.

The Health and Safety Procedures are applicable to all activities under the WAP.

A. Grantee Health & Safety: The Arizona Energy Office – WAP field monitors will follow all applicable health and safety rules with respect to the conduct of their on-site job visits including the use of face masks, hard hats, appropriate footwear, and such other applicable attire and equipment so as to minimize personal risks.
B. Crew and/or Contractor Health and Safety: Arizona subgrantees and their contractors will comply with the Occupational Safety and Health Administration (OSHA) requirements in all weatherization activities.
C. Client Health and Safety: Weatherization services can be provided in a manner that minimizes risk to workers and clients. Although the Weatherization Assistance Program does not provide all the solutions, awareness of potential hazards is essential to providing

quality services. A list of the more common hazards and DOE's preferred approach to them are discussed in Section D of the APPENDIX of Exhibit C of the Contract. Other energy-related hazards should be considered on a case-by-case basis. Grantees and sub-grantees are required to take all reasonable precautions against performing work on homes that will subject workers or clients to health and safety risks. If there is any doubt that weatherization work can be conducted in a manner that is safe for all parties concerned, the Sub-grantee must not proceed further. Before beginning work on the residence, sub-grantees will take into consideration the health concerns of each occupant, the condition of the dwelling, and the possible effect of work to be performed on any particular health or medical condition of the occupants. When a person's health is fragile and/or the work activities would constitute a health or safety hazard, the occupants at risk will be required to leave the home during these work activities or the work will be suspended until such a time as it can be performed appropriately.

PROCEDURES

1. The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete a pre-screening form to determine the individual's preliminary eligibility, specifically:

    A. Individual presently owns and occupies the property;
    B. Location of the home is within Gila County boundaries; and
    C. Preliminary income information.
    D. Household size and composition.
    E. Home is being occupied as a primary residence for at least 12 months prior to assistance.
    F. If the home is on the market for sale, it will not be eligible for assistance.

2. Determination of eligibility to be placed on a waiting list is performed at the pre-screening process and the individual is notified in writing within ten (10) working days of this determination.

APPLICATION

The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete an application for services.

ELIGIBILITY

- Income must be at or below 125% of federal poverty guidelines, or 150% if one or more household members is aged 60 or over and/or has a disability.
- Must be a resident of Arizona
- Must own and occupy the home as their primary residence.

An eligibility determination will be issued.

Housing Services Technician will prepare a Scope of Work detailing all measures to be completed on the home. The Scope of Work will be then provided to a licensed contractor(s) to receive an estimate for the cost of the measures. The Housing Services Manager and/or

Technician will review and authorize the work to be completed as per the Scope of Work. Change Orders will be done when the Scope of Work is altered.

Housing Services Staff will conduct inspections on the work as it is completed. Post Work Audits will be completed on the structure at this time, as well as, counseling and education on the maintenance and care of the home, appliances, property, and energy efficiency/savings will be provided before, during and after the work is completed. The homeowner will be asked to complete a Final Inspection Form prior to the final contractor payment being issued.

The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

DEFERRAL CONDITIONS

The decision to defer work in a dwelling is difficult, but necessary in come cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client has known health conditions that prohibit the installation of insulation and other weatherization materials.
- The building or structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that failure is imminent and the condition\ns cannot be resolved cost-effectively.
- The house has sewage or other sanitary problems that would further endanger the client and weatherization installers if weatherization work were performed.
- The house has been condemned or electrical, heating, plumbing, or other equipment has been “red tagged” by local or state building officials or utilities.
- Moisture problems are so severe they cannot be resolved under existing health and safety measures and with minor repairs.
- Dangerous conditions exist due to high carbon monoxide levels in combustion appliances, and cannot be resolved under existing health and safety measures.
- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- The extent and condition of lead-based paint in the house would potentially create further health and safety hazards.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious dog, excessive animal excrement inside the dwelling)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- In the judgment of the energy auditor, any condition exists which may endanger the health and/or safety of the crew or sub-contactor, the work should not proceed until the condition is corrected.

SELF HELP/SWEAT EQUITY

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future “call back” notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed.

Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

GRIEVANCE/PROTEST PROCEDURE

Client Grievance Procedure:

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Housing Services Manager. Complaints shall be brought to the attention of the Housing Services Manager within 10 days after the client becomes aware of the problem.
- The Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Division of Health and Community Services at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Division of Health and Community Services of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Economic Security and the Arizona Department of Energy.

Contractor Grievance Procedure:

Bid protests shall be submitted in writing to: Gila County Housing Services Department,5515 S. Apache Ave, Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of

information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor,

homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

CONFLICT OF INTEREST

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Division of Health and Community Services who has Weatherization Assistance Program related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY SEPTIC SYSTEM GUIDELINES

PURPOSE

The Arizona Department of Environmental Quality (ADEQ) grants purpose is to improve the water quality conditions on the Tonto Creek watershed by repairing and/or replacing faulty septic systems for residents who reside in the communities of Kohl's Ranch, Bear Flats, Tonto Creek Village and Tonto Village areas of Gila County. See Contract for additional regulations and requirements.

ELIGIBLE COSTS

In order to qualify for the program the household must reside in one of the target areas and have a faulty septic system that is discharging and/or has runoff directly into Tonto Creek watershed area. See Contract for additional eligibility regulations and requirements.

TYPE OF ASSISTANCE

Assistance may include, but is not limited to:

- Repair to Septic System
- Replacement of Septic System

The applicant must be the owner of system to be repaired and/or replaced.

PROCEDURES

1. PRE-SCREENING

   The prospective applicant with the assistance of the Special Projects Manager or Housing Services Program Manager will complete a pre-screening form to determine the individual's preliminary eligibility, specifically:

   a. Individual presently owns and occupies the property;
   b. Location of the home is within Gila County boundaries; and
   c. Preliminary income information.
   d. Household size and composition.
   e. Home is being occupied as a primary residence for at least 12 months prior to assistance.
   f. If the home is on the market for sale, it will not be eligible for assistance.

   Determination of eligibility to be placed on a waiting list is performed at the pre-screening process and the individual is notified in writing within ten (10) working days of this determination.

2. APPLICATION
The prospective applicant with the assistance of Housing Services Program Manager or Special Projects Manager will complete an application for services.

3. BID PROCESS
The applicant will be provided with an updated listing of licensed contractors to obtain written bids for the soil analysis, septic system design and the construction of the new system. The applicant will solicit at a minimum of three (3) bids for each phase of the process. The bid award will be made in most cases to the lowest bidder, unless there are circumstances that will allow for another bidder to receive the bid. The bid award will be decided upon by the Housing Services Program Manager, Special Projects Manager and the Environmental Health Manager.

4. BID AWARD
The bid award will be via written communication to the contractor. The applicant will also be notified in this manner,

5. PAYMENTS
Payments for each project will be made on an as invoiced basis, except for the construction phase of the project, in which the contractor will be allowed to submit an invoice for fifty percent (50%) of the total construction cost prior to starting work on the project, the remaining fifty percent (50%) and any change order invoices will be paid out at the completion of each project.

6. FINAL INSPECTION
Housing Services Staff will conduct an inspection on the work completed.

7. The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

8. The file will be retained for a period of five (5) years past the completion of the grant.

DEFERRAL CONDITIONS

The decision to defer work in a dwelling is difficult, but necessary in come cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious dog, excessive animal excrement inside the dwelling)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- In the judgment of the Housing Services and/or Environmental Health staff, any condition exists which may endanger the health and/or safety of the crew or sub-contactor, the work should not proceed until the condition is corrected.

SELF HELP/SWEAT EQUITY

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future "call back" notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

GRIEVANCE/PROTEST PROCEDURE

Client Grievance Procedure:
Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Housing Services Manager. Complaints shall be brought to the attention of the Housing Services Manager within 10 days after the client becomes aware of the problem.
- The Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Division of Health and Community Services at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Division of Health and Community Services of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

Contractor Grievance Procedure:
Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Housing Services Manager will respond to the protest. The Gila County

Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

CONFLICT OF INTEREST

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Division of Health and Community Services who has ADEQ elated responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

RESOLUTION NO. 12-05-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ADOPTING A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR FY 2012, AS REQUIRED UNDER SECTION 104(d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 AS AMENDED.

WHEREAS, Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations require that each applicant for Community Development Block Grant funds must adopt, make public and certify that it is following a residential anti-displacement and relocation assistance plan; and

WHEREAS, Gila County is submitting an application(s) to the Arizona Department of Housing for Community Development Block Grant Regional Account and State Special Project funds.

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors do hereby adopt the residential anti-displacement and relocation assistance plan as described below.

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN
The County of Gila will replace all occupied and vacant occupy-able low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974 as amended.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion.

Before obligating or expending funds that will directly result in such demolition or conversion, the County of Gila will make public and submit to the ADOH CDBG Program the following information in writing:

1. A description of the proposed activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as LM dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;

4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a LM dwelling unit for at least 10 years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the State of Arizona's approved Consolidated Plan (CP).

Gila County Community Action/Housing Services will provide relocation assistance, as described in the ACT and implementing regulations, to each LM household displaced by demolition of housing or by the conversion of a LM dwelling unit to another use as a direct result of assisted activities.

PASSED AND ADOPTED this 22nd day of May 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

RESOLUTION NO. 12-05-03

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF HOUSING SERVICES PROGRAM GUIDELINES DATED APRIL 3, 2012, IN RELATION TO AN APPLICATION(S) FOR FY 2012 STATE COMMUNITY DEVELOPMENT BLOCK GRANT REGIONAL ACCOUNT AND STATE SPECIAL PROJECT FUNDS FOR A HOUSING REHABILITATION ACTIVITY.

WHEREAS, Gila County is desirous of undertaking an owner occupied housing rehabilitation program; and

WHEREAS, this program is funded with Community Development Block Grant Program (CDBG) funds provided by the State of Arizona CDBG Program, and

WHEREAS, the State CDBG Program requires that every local government requesting CDBG funds for housing rehabilitation adopt specific guidelines for such a program; and

WHEREAS, Gila County has developed such owner occupied housing rehabilitation guidelines, dated April 3, 2012, which have been pre-approved by the CDBG Program.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby adopts such OO-HRGs, dated April 3, 2012, which shall be used to implement its CDBG-funded housing rehabilitation program funded through its application for FY 2012 funds; and

BE IT FURTHER RESOLVED that Gila County shall utilize such OO-HRGs, without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the CDBG Program's CD-1Form; with such revisions submitted to the CDBG Program within a maximum of 10 working days of authorization.

PASSED AND ADOPTED this 22nd day of May 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

RESOLUTION NO. 12-05-04

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION(S) FOR FY 2012 STATE COMMUNITY DEVELOPMENT BLOCK GRANT REGIONAL ACCOUNT AND STATE SPECIAL PROJECTS FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program (CDBG); and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within this application(s) address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an applicant of State CDBG funds is required to comply with the program guidelines and Federal statutes and regulations.

THEREFORE, BE IT RESOLVED that the full body of the Gila County Board of Supervisors authorize application to be made to the State of Arizona, Department of Housing for FY 2012 CDBG funds, and authorize the Chairman of the Board of Supervisors of the County of Gila to sign application and contract or grant documents for receipt and use of these funds for Housing Rehabilitation, and authorize the Chairman of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said application(s); and

BE IF FURTHER RESOLVED that this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and

moderate-income persons, aids in the prevention or elimination of slum and blight or addresses and urgent need which poses a threat to health; and that the County of Gila will comply with all State CDBG Program guidelines, Federal statutes and regulations applicable to the State CDBG Program and the certifications contained in this application(s).

PASSED AND ADOPTED this 22nd day of May 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

Affidavit of Publication

State of Arizona
County of Gila

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

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

CDBG Funds Are Available To Primarily Help Low and Moderate Income Persons

1) Public Infrastructure (e.g. water, wastewater, street improvements);
2) Community Facilities (e.g. parks, health clinics, libr
youth centers);
3) Housing (e.g. owner occupied or multi-family rehat
4) Public Services (e.g. purchasing a van to transpo
gram);
5) Economic Development (e.g., a loan to a business

A printed copy of said legal or advertising is
tion of said newspaper (and not a supplem
ver Belt newspaper, and/or the ____ San C
The dates of publication being as follows, t

February 1, 2012
February 8, 2012

CDBG Funds Are Available To Primarily Help Low and Moderate Income Persons

1) Public Infrastructure (e.g. water, wastewater, street improvements);
2) Community Facilities (e.g. parks, health clinics, libraries, senior or youth centers);
3) Housing (e.g. owner occupied or multi-family rehab, new housing constructed by non-profit);
4) Public Services (e.g. purchasing a van to transport persons with disabilities, equipment and rent to start a new job training program);
5) Economic Development (e.g., a loan to a business for job creation, acquisition of land for an existing business expansion).

These are examples of activities for which Gila County can use Federal Community Development Block Grant (CDBG) funds(approx $150,000.00) and State Special Project Funds ($300,000.00 max) if the project primarily benefits low- and moderate-income persons, reduces slums or blight or meets an urgent need, and health hazard.
Please come to one or both of the public hearings listed below to discuss community needs and possible projects:

Dates:	**Monday, March 05, 2012**	**Wednesday, March 07, 2012**
Times:	**5:30 pm**	**5:30 pm**
Location:	**Gila County Central Heights, Complex – Division of Community Services / Conference Room 5515 S Apache Avenue Globe, AZ 85501**	**Gila County Payson Complex Health Department Conference Room 107 W Frontier Payson, AZ 85541**

For more information about the meetings and for information about how Gila County can help you if you have an idea for a possible project, please contact David Fletcher at 928-425-7631 ext. 8801

REQUIRED: If you have a disability and require a reasonable accommodation such as a sign interpreter, please call TDD (928) 425-0839 as soon as possible.

State of Arizona)
) ss:
County of Gila)

The foregoing instrument was acknowledged before me **February 8, 2012**, by Sherri J. Davis.

Bethel Jean Baker
Notary Public

My Commission Expires:
December 31, 2015

BETHEL JEAN BAKER
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
December 31, 2015

CDBG Public Hearing

Monday March 5th, 2012
Gila County Division Community Services
Conference Room
Globe
Sign-in sheet

1.

2.

3.

4.

5.

6.

7.

8.

CDBG Public Hearing

Wednesday March 7th, 2012
Gila County Division Community Services
Conference Room
Payson
Sign-in sheet

1.

2.

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6.

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8.

Applicant: Gila County Community Services Division

CDBG Contract No. (if known):_____ ☐ RA for FFY _____ ☒ SSP for FFY 12/13

CDBG DISCLOSURE REPORT
FEDERAL FISCAL YEAR
10/1/ 12 - 9/30/ 13

This form must be completed and submitted with each application for CDBG funds.

PART I - APPLICANT INFORMATION

1. Applicant, Complete Address with 9-digit zip code, Phone Number:
   Gila County Community Services Division
   5515 S. Apache Avenue, Suite 200
   Globe, Arizona 85501-4430 (928) 425-7631

2. Federal Employer Identification Number: 86-6000444

3. Indicate whether this is: ☒ Initial Report ☐ Update Report #_____

4. Amount of this CDBG Grant Applied for: $104,276.00

PART II - THRESHOLD DETERMINATION

1. Is the amount listed in 4(above) more than $500,000? ☐ Yes ☒ No

2. Have you received, can reasonably expect to receive, or applied for other HUD assistance (through programs listed in Appendix A of the Instructions) during the current federal fiscal year, which when added to 4. (above) amounts to more than $500,000? ☐ Yes ☒ No

PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

Provide the requested information for any other Federal, State and/or local governmental assistance ***either awarded or applied for, which will be used in conjunction with this CDBG grant***.

Name and Address of Agency Providing or Applied to for Assistance	Program	Type of Assistance	Amount Requested or Awarded
AZ Community Action Association	Util Rep.	Utility	38,000.00
2700 N. 3rd St., Suite 3040			
Phoenix, AZ 85004			
Gov. Ofc. of Energy Policy	Weatheriz-	Same	150,000.00
1700 W. Washington, Ste 200	tion		
Phoenix, AZ 85007			

PART IV - INTERESTED PARTIES

Identify any person or entity that has a pecuniary interest in this project that exceeds $50,000 or 10% of the CDBG assistance (whichever is lower). All consultants, developers or contractors involved in the CDBG application or in the planning, development or implementation of the project must be identified as an interested party unless procured through a competitive process.

List of all Persons with a Reportable Financial Interest in the Project	Social Security No. or Employer ID No.	Type of Participation in the Project	Financial Interest in the Project ($ and %)

PART V - EXPECTED SOURCES AND USES OF FUNDS

Identify the ***source and use of all assistance*** (include this CDBG grant and all other governmental and non-governmental sources) that has been or may be used in this contract.

Activity No. and Source	Use

PART VI - CERTIFICATION

I hereby certify that the information provided in this disclosure is true and correct and I am aware that any false information or lack of information knowingly made or omitted may subject me to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, I am aware that if I knowingly and materially violate any required disclosure of information, including intentional non-disclosure, I am subject to a civil money penalty not to exceed $10,000 for each violation.

Tommie Cline Martin May 22, 2012

Chief Elected Official Date

Chief Elected Official Signature

DISCLOSURE REPORT INSTRUCTIONS

All communities receiving CDBG grants must complete and submit the Disclosure Report either with the application or after receipt of the CDBG award letter. ***Note that no contract will be issued until the CDBG Program receives a completed Disclosure Report***.

PART I - GRANTEE INFORMATION

Complete information requested.
Updated reports are required if:

- Information was omitted from the initial report;
- Additional interested parties are identified (unless such are identified through other documents such as those relating to the procurement process);
- A person or entity's pecuniary interest has increased;
- Government assistance has increased by $250,000 or 10% (whichever is lower);
- There is a change in the source and/or use of funds that exceeds the amount of all previously disclosed sources and/or uses of funds by $250,000 or 10% (whichever is lower).

PART II - THRESHOLD DETERMINATION

Complete information requested.

PART III - OTHER GOVERNMENT ASSISTANCE PROVIDED/APPLIED FOR

Complete information requested.

PART IV - INTERESTED PARTIES

Interested parties are those persons and entities with a reportable pecuniary interest in the project. A *pecuniary interest means* ***any*** *financial involvement* in the project, including such situations in which a person or entity:

- Has an equity interest in the project,
- Shares in any profit or resale;
- Shares in any distribution of cash surplus or other assets of the project;
- Receives compensation for any goods or services provided in connection with the project. (Exception: if compensated as a result of a competitive procurement process.)

(The following are not considered interested parties: local CDBG administrative staff, recipients of housing rehab assistance, and rehab contractors as long as the rehab agreement is between the property owner and the contractor.)

If an entity is disclosed, the information provided in Part IV must include the identification of each officer, director, principal stockholder or other official of the entity.

Applicants/grantees may not be aware of all interested parties when completing this report. If, as the project is implemented, the grantee becomes aware of other interested parties, it should submit an updated Disclosure Report.

PART V - EXPECTED SOURCES AND USES OF FUNDS

Note that this section must include all other assistance identified in Part III as well as the CDBG funds.

Describe the "Uses of Funds" in general terms - do not provide line item budget information.

PART VI - CERTIFICATION

Have Chief Elected Official sign and date form.

Original must be included with application.

APPENDIX A

The following HUD programs are considered "covered assistance" for purposes of the DR. All applicants for CDBG funds must review this list to determine if they are receiving or can reasonably expect to receive assistance from any of these covered sources in determining whether they reach the threshold (Part II). Applicants must consider: a) ALL CDBG funds for which they will apply, both RA and all SSPs; b) ALL other "covered assistance" whether received directly from HUD or through the State, e.g., ADOH or DES.

NOTE: This list does NOT include the HOME program.

1. Section 312 Rehab Loans under 24 CFR Part 510 except loans for single-family properties
2. Rental Rehabilitation Grant Programs
3. Specific projects or activities under Title I of the Housing and Community Development Act of 1974 to:

   a) HUD for a Special Purpose Grant
   b) HUD for a loan under 24 CFR Part 470, Subpart M
   c) HUD for a grant to an Indian tribe under Title I
   d) HUD for a grant under the HUD administered Small Cities program; and
   e) a state or unit of general local government for CDBG
4. Emergency Shelter Grants (specific project or activity), under 24 CFR part 576
5. Transitional Housing under 24 CFR part 577
6. Permanent Housing for Handicapped Homeless Persons under 24 CFR part 578
7. Section 8 Housing Assistance Payments (only project-based housing under the Existing Housing and Moderate Rehab Programs under 224 CFR part 88 but including the Moderate Rehabilitation Program for Single Room Occupancy Dwellings for the Homeless under Subpart H)
8. Section 9 Housing Assistance Payments for Housing for the elderly or handicapped under 24 CFR part 855
9. Loans for Housing for the Elderly or Handicapped including operating assistance for Housing for the Handicapped under Section 162 of the Housing and Community Development Act of 1987 and Seed Money Loans under Section 106(b) of the Housing and Urban Development Act of 1968
10. Section 8 Housing Assistance Payments, Special Allocations under 24 CFR part 886
11. Flexible Subsidy under 25 CFR part 219, both Operating Assistance under Subpart B and Capital Improvement Loans under Subpart C
12. Low Rent Housing Opportunities under 24 CFR part 904
13. Indian Housing under 24 CFR part 905
14. Public Housing Development under 24 CFR art 942
15. Comprehensive Improvement Assistance under 24 CFR part 968
16. Resident Management under 24 CFR part 964, Subpart C

17. Neighborhood Development Demonstration under Section 123 of the Housing and Urban Rural Recovery Act of 1983

18. Nehemiah Grants under 24 CFR part 280

19. Research and Technology Grants under Title V of the Housing and Urban Development Act of 1970

20. Congregate Services under the Congregate Housing Services Act of 1978

21. Counseling Under Section 106 of the Housing and Urban Development Act of 1968

22. Fair Housing Initiates under 24 CFR part 125

23. Public Housing Drug Elimination Grants under Section 5129 of the Anti Drug Abuse Act of 1988

24. Fair Housing Assistance under 24 CFR part 111

25. Public Housing Early Childhood Development Grants under Section 222 of the Housing and urban Rural Recovery Act of 1983

26. Mortgage Insurance under 24 CFR Subtitle B, chapter II (only multifamily and non residential)

27. Supplemental Assistance for Facilities to Assist the Homeless under 24 CFR part 57928.Shelter Plus Care Assistance under Section 837 of the Cranston Gonzales National Affordable Housing Act

29. Planning and Implementation Grants for HOPE for Public and Indian Housing Homeownership under Title IV, Subtitle A of the Cranston-Gonzales National Affordable Housing Act

30. Planning and Implementation Grants for HOPE for Homeownership of Multifamily Units under Title IV, Subtitle B of the Cranston-Gonzales National Affordable Housing Act

31. HOPE for Elderly Independence Demonstration under section 803 of the Cranston-Gonzales National Affordable Housing Act.

E-14 Re-evaluation of ERR

Recipient: Gila County
ADOH Contract No.:CDBG, HOME, HTF, SSP, SHF

1. Project Title:
   Owner-Occupied Housing Rehabilitation

2. Describe the proposed change(s) in the project:

   There are no proposed changes to the project.

3. List the circumstances that determined the project to be Categorically Excluded or the findings in the original EA.
   No projects will be underaken in or adjacent to a floodplain. This project is categorically excluded from Environmental Assessment requirements, per Section 58.35(a) (3) according to 24 CFR Part 58.

4. Describe how the changes either change or do not change the circumstances or findings in question 3.

   The project will not change nor will the circumstances or findings change from the original decision.

5. Certification:
   ☒ I certify that the proposed change to the project does NOT affect the original decision of a Finding of No Significant Impact (FONSI) made for this project or the determination of the project's category as a Categorical Exclusion. Further, no new circumstances or environmental conditions have occurred which may have a bearing on the project's impact. The original FONSI or CE project category is therefore still valid and no new assessment needs to be performed.

   ☐ I certify that the changes to the project render the original circumstances or findings invalid and that an (new EA or EIS) will have to be conducted.

Certifying Officer *(insert name and title)* Tommie Cline Martin, Chairman, Gila County Board of Supervisors

_____ _____
Signature Date

ARF-1126 **Public Hearing 3- B**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For:	Lorraine Dalrymple, Health Services Program Manager	Submitted By:	Lorraine Dalrymple Health Services Program Manager Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Health Services
Fiscal Year:	2012	Budgeted?:	Yes
Contract Dates Begin & End:	04/01/2012	Grant?:	No
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Michael O'Driscoll		

Information

Request/Subject

Proposed "Fee for Service" for Sexually Transmitted Infections (STI) Testing

Background Information

The Gila County Division of Health and Emergency Services is required by Arizona State Statute to test, treat and monitor all cases of Sexually Transmitted Infections (STIs) in Gila County. This service is vital to ensure the health of our residents. People infected with STIs often show no signs or symptoms; therefore, prompt testing and treatment are essential.

Before March 2005, these services were outsourced to local healthcare providers. Residents needed to seek testing at their primary care physician or Planned Parenthood in Globe. Those individuals without insurance who came to the Health Department were referred to our medical consultant or the hospital in Payson at a cost of $159.00 per person for testing and treatment.

In March 2005, the Gila County Office of Health began providing STI testing for the following reasons:

• To reduce the expenses incurred by the County for STI testing by the Office of Health directly providing this service.
• To provide easier accessibility for STI testing for Gila County residents.
• To ensure that a higher percentage of cases are identified and treated.
• To reduce STIs through education and providing risk reduction information.

STI lab work was processed by the Arizona Department of Health Services Lab. The cost of the testing for Gila County was for shipping only.

The Health Department has seen a steady increase in the STI testing it provides. The reason for this increase was the closure of Planned Parenthood in 2009, referrals from physicians, and community awareness about the services we provide.

Due to cutbacks in 2009, the Arizona Department of Health Services no longer provided STI testing for gonorrhea and chlamydia (G/C). The cost of testing for these two diseases costs the County $11.50 per test though the Center for Disease Detection (CDD). The Health Department has absorbed this cost. An increase in the number of syphilis cases reported in Gila County indicates the syphilis testing is needed in addition to gonorrhea and chlamydia testing. As of November 2011, the state no longer tests for syphilis. CDD will test for syphilis for $6.00 per test. The total cost per STI test (G/C and syphilis) per client would be $17.50. The HIV Prevention grant provides 44 tests per year. The County would have to pay for additional testing at approximately $6.00 per test. To help absorb these expenses, the Health Department would like to charge $10.00 to individuals for STI testing. This fee would not apply to any individuals if they are a reported contact for an STI. No individual be turned away due to inability to pay.

Evaluation

A.R.S. 11-251.08 (C) states, "Before adoption of a fee for service or an additional or separate charge pursuant to this section, the board of supervisors shall hold a public hearing on the issue with at least fifteen days' published notice."

This proposed fee would support the Gila County Office of Health's STI testing by absorbing some of the costs involved.

Conclusion

A notice of this public hearing was published in the Arizona Silver Belt newspaper on Wednesday, April 18th, as required by statute.

In summation, the STI Program provides a vital service in reducing the spread of sexually transmitted infections in Gila County. Due to cutbacks by the Arizona Department of Health Services in funding and service, the Gila County Health Department requests that a fee of $10.00 be charged for STI testing. Individuals who have been notified of being exposed to an STI will not be charged. No individual will be turned away due to inability to pay.

Recommendation

The Director of Health and Emergency Services recommends that a public hearing be held to obtain comments from the public regarding charging a proposed fee of $10 to those individuals requesting STI (Sexually Transmitted Infection) testing. Tests available will be gonorhea, chlamydia, syphilis and HIV. Testing will be based on patients individual risk assessment or exposure history. Individuals who have been informed that they are a contact of an STI will be tested at no charge. No individual will be turned away due to inability to pay.

Suggested Motion

Public Hearing: Information/Discussion/Action to approve a "Fee for Service" for Sexually Transmitted Infections (STI) testing whereby the Department of Health will charge a fee of $10. Individuals who have been informed that they are a contact of an STI will be tested at no charge. No individual will be turned away due to inability to pay. **(Michael O'Driscoll)**

Attachments

Proposed STI

Public Notice

Proposed "Fee for Service" for STI Testing

The Gila County Division of Health and Emergency Services is required by Arizona State Statute to test, treat and monitor all cases of Sexually Transmitted Infections (STI's) in Gila County. This service is vital to ensure the health of our residents. People infected with STI's often show no signs or symptoms; therefore, prompt testing and treatment are essential.

Before March of 2005 these services were out sourced to local healthcare providers. Residents needed to seek testing at their primary care physician or Planned Parenthood in Globe. Those individuals without insurance who came to the health department were referred to our medical consultant or the hospital in Payson at a cost of $159.00 per person for testing and treatment.

In March of 2005 The Gila County Office of Health began providing STI Testing for the following reasons:

- To reduce the expenses incurred by the County for STI testing by the Office of Health directly providing this service.
- To provide easier accessibility for STD testing for Gila County residents.
- To ensure that a higher percentage of cases are identified and treated.
- To reduce STI's through education and providing risk reduction information.

STI lab work was processed by the Arizona Department of Health Services Lab. The cost of the testing for the county was for shipping only.

The Health Department has seen a steady increase in the STI testing it provides. The reason for this increase was the closure of Planned Parenthood in 2009, referrals from physicians, and community awareness about the services we provide.

Due to cutbacks, in 2009 the Arizona Department of Health Services no longer provided STI testing for Gonorrhea and Chlamydia (G/C). The cost of testing for these two diseases cost the county $11.50 per test though the Center for Disease Detection (CDD). The Health Department has absorbed this cost. An increase in the number of syphilis cases reported in Gila County indicates the syphilis testing is needed in addition to gonorrhea and Chlamydia testing. As of November 2011, the state no longer tests for syphilis. CDD will test for syphilis for $6.00 per test. HIV tests cost approximately $6.00 per test. The Prevention Grant provides approximately 44 tests per year. The County would need to provide any additional testing at a cost of approximately $6.00 a test. To help absorb these expenses, the Health Department would like to charge $10.00 to individuals for STI Testing. This fee would not apply to any individuals who have been notified of being a direct contact with a person having an STI. No individual will be turned away due to their inability to pay.

NOTICE OF PUBLIC HEARING

The Gila County Office of Health is requesting the Gila County Board of Supervisors to hold a public hearing for the purpose of charging a fee of $10.00 for STI's (Sexually Transmitted Infections) testing to be performed at the Gila County Office of Health. To comply with A.R.S. 11-251, Item C, this proposal must come before the public for approval.

The hearing will take place on Tuesday, May 22, 2012 at 10:00AM, or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, Az.

Any inquiries on this proposal may be directed to Lorraine Dalrymple, Nursing Manager, (928) 402-8807.

ARF-1227 **Regular Agenda Item 4- A**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For:	Linda Eastlick, Elections Director	Submitted By:	David Rogers, Elections Specialist, Elections Department
Department:	Elections Department		
Presenter's Name:	Linda Eastlick		

Information

Request/Subject

Adoption of an Order establishing the Alhambra Domestic Wastewater Improvement District.

Background Information

On March 14, 2012, the Board of Supervisors received petitions signed by 100% of the landowners requesting the establishment of the Alhambra Domestic Wastewater Improvement District. Pursuant to A.R.S. § 48-905(C), the Board of Supervisors can approve the petition without a special hearing on the matter because all of the affected landowners have signed petitions. Copies of the petitions were delivered to the Gila County Assessor's Office for property owner verification. The Assessor's Office issued a certificate of 100% property owner representation on the petitions.

Evaluation

The District is needed to construct, operate, and maintain a wastewater system and other local improvements within the property. The formation of the District and the construction, operation, and maintenance of the improvements will promote public convenience, necessity and welfare. All of the property will be benefited by these improvements.

Conclusion

100% of the property owners signed the petitions requesting the establishment of the Alhambra Domestic Wastewater Improvement District. The public convenience, necessity or welfare will be promoted by the establishment of the District and the property to be included in such District will be benefited. Therefore, the Board of Supervisors should establish the Alhambra Domestic Wastewater Improvement District and notify the State Department of Property Valuation and the Gila County Assessor of the establishment.

Recommendation

The Elections Department recommends that the Board of Supervisors adopt the Order establishing the Alhambra Domestic Wastewater Improvement District and instruct the Clerk of the Board to notify the State Department of Property Valuation and the Gila County Assessor of the establishment.

Suggested Motion

Information/Discussion/Action to adopt the Order establishing the Alhambra Domestic Wastewater Improvement District and instruct the Clerk of the Board to notify the State Department of Property Valuation and the Gila County Assessor of the establishment of said District. **(Linda Eastlick/Larry Huffer)**

Attachments

A.R.S. 48-905

Order

Certificate of Verification

48-905. Hearing on petition; summary establishment; notice

A. Except as provided in subsection C of this section, upon receipt of a petition for the establishment of a district, or for an addition to an existing district, the board of supervisors shall set a date for a hearing on the petition not later than forty days after presentation of the petition. At the hearing all interested property owners may appear and be heard on any matter relating to the establishment of the proposed improvement district, or addition to an existing district. Any person wishing to object to the establishment of the district or addition may file, before the date set for the hearing, the person's objections with the clerk of the board of supervisors.

B. Notice announcing the hearing and stating the boundaries of the proposed district or addition shall be published twice in a newspaper of general circulation in the county within which the proposed district or addition is located. The publications shall be one week apart, and the first publication shall be not less than ten days prior to the date of the hearing. The notice shall also be mailed by first class mail at least twenty days before the hearing to:

1. The owners of the real property within the area of the proposed district according to the names and addresses that appear on the most recent property tax assessment roll.

2. The corporation commission, if the petition requests the establishment of a district or an addition to an existing district for the purposes described in section 48-909, subsection A, paragraph 5 or 6 and the boundaries of the proposed district or addition are wholly or partially within either of the following:

(a) The boundaries of the existing service territory of a public service corporation that provides domestic water or wastewater services as defined by a certificate of convenience and necessity issued by the corporation commission.

(b) The boundaries of the proposed service territory of a public service corporation that provides domestic water or wastewater services as defined in an application for a certificate of convenience and necessity that is pending before the corporation commission or that has been considered by the commission within one year before the date the petition for an improvement district is filed with the clerk of the board.

C. Except as provided in subsection G of this section, if the petition is signed by the owners of all of the real property in the proposed district and if the petitioners provide a copy of a record search that shows the names of the owners of all the property in the proposed district, the board of supervisors may summarily order the formation of the district and a hearing is not required.

D. The clerk shall retain all notices that are mailed pursuant to subsection B of this section and that are returned to the clerk as undeliverable or that indicate that the address is incorrect. The clerk shall prepare a list of the names and addresses on the returned notices and shall deliver that list to the county recorder or a searcher of records.

E. The county recorder or a searcher of records shall determine from the records in the office of the county recorder whether the listed owner has another address or whether a different person is shown as the owner of the parcel. The county recorder or a searcher of records shall provide to the clerk the new information on the owners and the addresses as shown in the records. The new information shall be used by the clerk for purposes of sections 48-916, 48-917, 48-924 and 48-928 until a new assessment roll is approved by the board of supervisors of the county. The recorder may charge up to three dollars for each record search. The charges of the recorder or of a searcher of records are incidental expenses pursuant to section 48-927.

F. A district may be formed or its boundaries may be changed without mailing notice to new owners or new addresses that are provided to the clerk pursuant to subsection E of this section.

G. The board of supervisors shall hold a hearing pursuant to subsection A of this section if the petition requests the establishment of a district or an addition to an existing district for the purposes described in section 48-909, subsection A, paragraph 5 or 6 and the boundaries of the proposed district or addition are wholly or partially within the service area or proposed service area of a public service corporation as prescribed in section 48-903, subsection D.

Order

Establishing the Alhambra Domestic Wastewater Improvement District

WHEREAS, a petition requesting the establishment of the Alhambra Domestic Wastewater Improvement District was presented to the Clerk of the Gila County Board of Supervisors on Wednesday, March 14, 2012; and

WHEREAS, the said petition was signed by one hundred percent of the persons owning real property located within the boundaries of the Alhambra Domestic Wastewater Improvement District; and

WHEREAS, the petitioners provided a copy of a record search that shows the names of the owners of all the property located within the boundaries of the Alhambra Domestic Wastewater Improvement District, pursuant to the provisions of Arizona Revised Statutes §48-905(C); and

WHEREAS, the public convenience, necessity and welfare will be promoted by the establishment of the Alhambra Domestic Wastewater Improvement District; and

WHEREAS, the property included within the boundaries of the Alhambra Domestic Wastewater Improvement District, as described in the petition, will be benefited by the acquisition of certain improvements within the district.

NOW, THEREFORE, It is Ordered as follows:

1. The Board of Supervisors finds that:

    a. The petition requesting the establishment of the Alhambra Domestic Wastewater Improvement District conforms with all legal requirements relating to the formation of a domestic wastewater improvement district and the definition and establishment of the boundaries of a domestic wastewater improvement district.

    b. The petition is signed by one hundred percent of the persons owning real property located within the boundaries of the Alhambra Domestic Wastewater Improvement District, as provided by Arizona Revised Statutes §48-905(C) and as set forth in Exhibit A.

    c. The public convenience, necessity and welfare will be promoted by the establishment of the district and the property included within the Alhambra Domestic Wastewater Improvement District will be benefited thereby.

2. The district shall be known in all proceedings as the Alhambra Domestic Wastewater Improvement District.

3. The boundaries and map of the Alhambra Domestic Wastewater Improvement District shall be those set forth in Exhibits B and C, attached hereto and incorporated herein by reference.

4. By virtue of the authority set forth in Arizona Revised Statutes §48-905 the Alhambra Domestic Wastewater Improvement District is hereby established and formed, and shall be a body corporate with the powers of a municipal corporation for the purposes of carrying out the provisions of Title 48, Chapter 6, Article 1 of the Arizona Revised Statutes.

5. In accordance with Arizona Revised Statutes §48-915, the Alhambra Domestic Wastewater Improvement District is authorized to incur debt or expenses for property, materials, and services that are reasonably necessary for District purposes.

6. In accordance with Arizona Revised Statutes §48-1012 initially the Alhambra Domestic Wastewater Improvement District shall be governed by an appointed three-member board of directors until such time as a first election shall be held on the first Tuesday after the first Monday in November, 2012, which will be November 6, 2012, with subsequent elections being held in even-numbered years on the first Tuesday after the first Monday in November. The initial governing board of directors is appointed as follows:

   1. William G. Sturges 2. Leah LaPine 3. Nancy Sturges

7. On or before November 1, 2012, a request will be made to the Property Valuation Division of the Arizona State Department of Revenue, that the established Alhambra Domestic Wastewater Improvement District be approved for assessment and tax levy authority for the tax year beginning 2013.

ADOPTED This 22nd day of May, 2012, at Globe, Gila County, Arizona.

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

EXHIBIT A

FILED
GILA COUNTY ELECTIONS
2012 MAR 14 AM 9:21

PETITION REQUESTING THE ESTABLISHMENT OF THE ALHAMBRA DOMESTIC WASTEWATER IMPROVEMENT DISTRICT OF GILA COUNTY, ARIZONA

The undersigned real property owners (Petitioners), as set forth in Exhibit A, hereby petition the Board of Supervisors of Gila County, Arizona (County), to enter its final order (Resolution) forming a wastewater improvement district acting pursuant to the provisions of Title 48, Chapter 6, Arizona Revised Statutes (A.R.S.), as amended (Improvement District Act).

1. Petitioners propose to organize a wastewater improvement district to be named "Alhambra Domestic Wastewater Improvement District" (District).

2. The proposed District boundaries within the County are delineated by legal description in Exhibit B and map in Exhibit C (Property).

3. The District is needed to construct, operate, and maintain a wastewater system and other local improvements within the Property. The formation of the District and the construction, operation, and maintenance of the improvements will promote public convenience, necessity and welfare. All of the Property will be benefited by these improvements, which are generally outlined in Exhibit D.

4. The District is not wholly or partially within: (1) the boundaries of an existing service territory of a public service corporation that provides domestic water or wastewater services as defined by a certificate of convenience and necessity issued by the Arizona Corporation Commission (Commission); or (2) the boundaries of a proposed service territory of public service corporation that provides domestic water or wastewater services as defined by an application for a certificate of convenience and necessity that is pending before the Commission or that has been considered by the Commission within one year before the date this petition is filed.

5. The District shall be a special purpose district and a municipal corporation for all applicable purposes. These purposes consist of, but are not limited to, the purposes prescribed in § 48-909(A)(6) as well as the related powers prescribed in A.R.S. § 48-909(B), and A.R.S. § 48-910.

6. Petitioners acknowledge that the formation of the District may result in the levy of ad valorem taxes, assessments, and other charges to pay the costs of improvements constructed or acquired by the District and for their operation and maintenance, and that the Property and its owners will be subject to the ordinances, resolutions, and other laws of the District. Petitioners also understand and consent that taxes may be levied on a square footage basis pursuant to A.R.S. § 48-955.

7. This Petition is signed by each and every owner of Property within the proposed District boundaries and a copy of a recent title search showing land ownership is attached hereto as Exhibit E.

8. Petitioners request that the Board of Supervisors determine that the District be governed by a board of directors composed of three members and that the following qualified electors of the District be appointed as the initial board of directors: (1) William G. Sturges; (2) Leah LaPine; and (3) Nancy Sturges.

9. Election dates shall be the county wide general election date of each even numbered year, beginning November 2012, and terms of the applicable class shall expire on December 31 following the election.

10. The Petitioners represent and understand that this Petition: (1) constitutes a binding obligation; (2) has been validly authorized and executed as verified in Exhibit F; (3) requests that the Board of Supervisors establish the District boundaries in accordance with Exhibit B; and (4) is signed by each and every landowner to be in the District, and such owners hereby waive any requirements of posting, publication, mailing, notice, and hearing otherwise required by the Improvement District Act in connection with the adoption of the Resolution; and therefore, the County may, on receipt of this Petition, declare and order the District formed and the directors designated without being required to comply with any such provisions for posting, publication, mailing, notice or hearing.

PLEASE INCLUDE YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

Name of Petitioning Landowner: Alhambra Mobile Home Park and Storage LLC
Land Owned by Petitioning Landowner: Land legally described in Exhibit B.
Percentage of Land Owned: 100%
Signature of Landowners' Authorized Representative:

William G Sturges

Date: 2/10/12

Owner of Alhambra Mobile Home Park and Storage, LLC
By William G. Sturges, Manager

Acknowledged before me this 10th day of February, 2012, by William G. Sturges, Managing Member of Alhambra Mobile Home Park and Storage LLC.

Donnelly Ann Herbert
Notary Public
My commission expires on:

OFFICIAL SEAL
DONNELLY ANN HERBERT
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 17, 2015

PLEASE INCLUDE YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

Name of Petitioning Landowner: Alhambra Mobile Home Park and Storage LLC
Land Owned by Petitioning Landowner: Land legally described in Exhibit B.
Percentage of Land Owned: 100%
Signature of Landowners' Authorized Representative:

Nancy H. Sturges

Date: 2/10/12

Owner of Alhambra Mobile Home Park and Storage, LLC
By Nancy H. Sturges, Manager

Acknowledged before me this 10th day of February, 2012, by Nancy H. Sturges, Managing Member of Alhambra Mobile Home Park and Storage LLC.

Donnelly Ann Herbert
Notary Public
My commission expires on:

OFFICIAL SEAL
DONNELLY ANN HERBERT
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 17, 2015

PLEASE INCLUDE YOUR NAME, ADDRESS AND PROPERTY INFORMATION. INDICATE THAT YOU ARE A PROPERTY OWNER AND SIGN ON THE SIGNATURE LINE.

Name of Petitioning Landowner: Alhambra Mobile Home Park and Storage LLC
Land Owned by Petitioning Landowner: Land legally described in Exhibit B.
Percentage of Land Owned: 100%
Signature of Landowners' Authorized Representative:

_____ Date: 2/10/12

Owner of Alhambra Mobile Home Park and Storage, LLC
By Leah A. LaPine, Manager

Acknowledged before me this 10TH day of February, 2012, by Leah A. LaPine, Managing Member of Alhambra Mobile Home Park and Storage LLC.

Donnelly Ann Herbert
Notary Public
My commission expires on:

OFFICIAL SEAL
DONNELLY ANN HERBERT
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Feb. 17, 2015

EXHIBIT B

PARCEL NO. 1

Lots 3 and 14, ALHAMBRA SUBDIVISION, according to Map No. 437, records of Gila County, Arizona.

PARCEL NO. 2

Tract B, ALHAMBRA SUBDIVISION, according to Map No. 437, records of Gila County, Arizona, including the area lying within the portion depicted on said map as lying South of Basham Road and South and East of East Monterey and North of the Southern Pacific Railway right of way.

EXCEPT for Lots 14, 15, 16 and 17 lying South of Basham Road.

PARCEL NO. 3

A well site being a portion of the Northwest quarter of Section 6, Township 1 South, Range 16 East of the Gila and Salt River Base and Meridian, Gila County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of this parcel of land which bears South 73°57'30" East, a distance of 1228.13 feet from the Southwest corner of Section 35, Township 1 North, Range 15 ½ East;

THENCE North 07°05' West, a distance of 72.04 feet to the Northwest corner;

THENCE North 68°35' East, a distance of 71.83 feet to the Northeast corner;

THENCE South 27°25' East, a distance of 40.00 feet;

THENCE South 44°56'40" East, a distance of 21.83 feet;

THENCE South 07°05' East, a distance of 10.32 feet to the Southeast corner;

THENCE South 68°35' West, a distance of 100.00 feet to the Southwest corner, the Point of Beginning.

PARCEL NO. 4

A roadway to said well site described above being a portion of the Northwest quarter of Section 6, Township 1 South, Range 16 East of the Gila and Salt River Base and Meridian, Gila County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of this parcel of land which bears South 77°33'40" East, a distance of 1286.93 feet from the Southwest corner of Section 35, Township 1 North, Range 15 ½ East;

THENCE North 68°35' East, a distance of 77.79 feet to the Northeast corner;

THENCE South 21°25' East, a distance of 20.00 feet to the Southeast corner;

THENCE South 68°35' West, a distance of 69.08 feet to the Southwest corner;

THENCE North 44°56'40" West, a distance of 21.83 feet to the Northwest corner, the Point of Beginning.

PARCEL NO. 5

All that certain piece or parcel of land situate and being a portion of the Northwest quarter of Section 6, Township 1 South, Range 16 East of the Gila and Salt River Base and Meridian, Gila County, Arizona, more particularly described as follows:

BEGINNING at the Southwest corner of this parcel which bears South 77°13'17" East, a distance of 1199.82 feet from the Southwest corner of Section 35, Township 1 North, Range 15 ½ East ;

THENCE North 27°25' West, a distance of 60.00 feet to the Northwest corner;

THENCE North 68°35' East, a distance of 71.83 feet to the Northeast corner;

THENCE South 27°25' East, a distance of 60.00 feet to the Southeast corner;

THENCE South 68°35' West, a distance of 71.83 feet to the Southwest corner, the Point of Beginning.

PARCEL NO. 6

All that certain piece or parcel of land situate and being a portion of the Northwest quarter of Section 6, Township 1 South, Range 16 East of the Gila and Salt River Base and Meridian, Gila County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of this parcel of land which bears South 51°09'30" East, a distance of 1106.20 feet from the Southwest corner of Section 35, Township 1 North, Range 15 ½ East;

THENCE North 86°49'19" East, a distance of 258.64 feet to the Northeast corner being a point on a 24°44'09" simple curve to the Southwest, concave Southeasterly, whose radius is 231.63 feet;

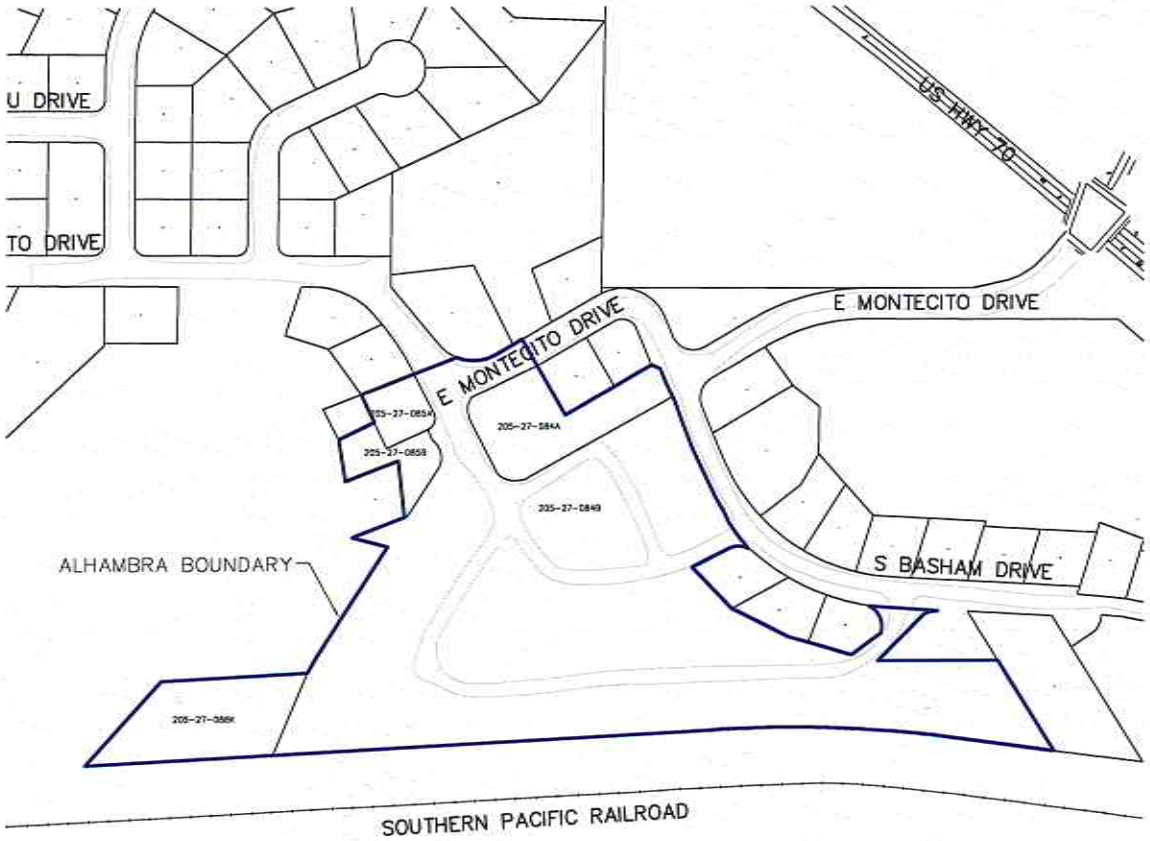
THENCE Southwesterly through a central angle of 28°55'51" , a distance of 116.96 feet to the P.T.;

THENCE South 04°03' East, a distance of 30.24 feet to the Southeast corner being a point on the Northerly right of way line of the Arizona Eastern Railroad;

THENCE South 86°49'19" West, along said right of way line, a distance of 373.84 feet to the Southwest corner;

THENCE North 41°39'31" East, a distance of 201.28 feet to the Northwest corner, the Point of Beginning.

EXHIBIT C



APN	ACREAGE
205-27-084A	0.89
205-27-084A	9.33
205-27-085A	0.51
205-27-085B	0.13
205-27-088K	1.05

TOTAL: 11.91

ALHAMBRA WWID BOUNDARY

THE HARCUVAR COMPANY

PHENIX 70
66768 HWY 60
SALOME, AZ. 85348
(928) 859-3647
FAX (928) 859-3145

REVISIONS | DATE

ALHAMBRA WWID

EXPIRES 09/30/12

EXHIBIT C

CERTIFICATE OF VERIFICATION

PRESENTED TO THE GILA COUTY BOARD OF SUPERVISORS ON May 22, 2012

BASED ON THE REQUIREMENT WITHIN ARS 48-903 SECTION 2C, THE GILA COUNTY ASSESSOR HAS VERIFIED THE OWNERSHIP OF REAL PROEPRTY OF THE PERSON WHO SIGNED A PETITION FOR THE FORMATION OF THE:

ALHAMBRA DOMESTIC WASTEWATER IMPROVEMENT DISTRICT

A.R.S. 48-903. 2C

Except as provided in subsection G of this section, if the petition is signed by the owners of all of the real property in the proposed district and if the petitioners provide a copy of a record search that shows the names of the owners of all the property in the proposed district, the board of supervisors may summarily order the formation of the district and a hearing is not required.

THE RESULTS ARE AS FOLLOWS:

100% OF THE OWNER(S) OF THE REAL PROPERTY WITHIN THE LIMITS OF THE PROPOSED ALHAMBRA DOMESTIC WASTEWATER IMPROVEMENT DISTRICT SIGNED A PETITION.

ATTESTED BY: Larry R. Huffer

LARRY R. HUFFER (CHIEF APPRAISER)
GILA COUNTY ASSESSOR'S OFFICE

ARF-1234 **Regular Agenda Item 4- B**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For: Berthan DeNero, Human Resources Director

Submitted By: Erica Raymond, Human Resources Assistant, Human Resources

Department: Human Resources

Presenter's Name: Berthan DeNero

Information

Request/Subject

Discontinuing the 120-day hiring freeze on vacancies in budgeted positions.

Background Information

On July 21, 2008, during the adoption of the 2008-2009 County budget, the Board of Supervisors authorized a 60-day hiring freeze on all vacant, budgeted positions and at some point later it became a period of 90 days. On July 14, 2009, during the adoption of the 2009-2010 County budget, the Board of Supervisors extended the hiring freeze to 120 days and that waiting period is still in place.

Evaluation

The 120-day hiring freeze worked well; however, it has out-lived its usefulness. It currently has little positive effect and should be discontinued. It will be advantageous for departments to meet their staffing needs in a timely manner. Staff will continue to monitor hiring practices and ensure personnel spending is within adopted budget. Departments will have controlling mechanisms to manage spending on its personnel, which could include the continuation of the 120-day hiring freeze or a lesser time if the department so chooses.

Conclusion

In order to adequately staff departments in a timely, appropriate manner, the 120-day hiring freeze should be discontinued.

Recommendation

The H.R. Director recommends that the Board of Supervisors approve discontinuing the 120-day hiring freeze on vacancies in budgeted positions.

Suggested Motion

Information/Discussion/Action to discontinue the 120-day hiring freeze on all vacancies in budgeted positions effective upon Board of Supervisors' approval.
(Berthan DeNero)

ARF-1241 **Regular Agenda Item 4- C**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For:	Steve Stratton, Public Works Division Director	Submitted By:	Valrie Bejarano, Contracts Support Specialist, Finance Department
Department:	Public Works Division	Division:	Facilities
Fiscal Year:	FY2012 and FY2013	Budgeted?:	Yes
Contract Dates Begin & End:	FY2012 ends FY2013	Grant?:	No
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Steve Stratton		

Information

Request/Subject

Approval to use National Joint Powers Alliance (NJPA) Contract No. 062909 with ADT Security Services, Inc.

Background Information

On March 1, 2011, Superior Court Judge Peter Cahill and County Manager Don McDaniel requested that a Courthouse Security Committee be formed in order to improved Courthouse security. The team met on several different occasions to discuss Gila County current state and future state of Courthouse security. The team defined extremely important, very important and important issues. The team executed the “small hanging fruit” issues such as employees, vendors, prospective jury members have badges, Globe Courthouse doors and elevators and now there is a need to implement a surveillance system.

The Courthouse Security Committee completed the planning phase and the implementation portion of the project was handed off to the Public Works Division.

Committee members are as follows: Anita Escobedo, Debi Savage, Sadie Tomerlin, Darryl Griffin Jacque Durbin, Jim Eskew, Mike Johnson, Steve Stratton, Bob Hickman, Mary Hawkins, Eloise Price and Berthan DeNero.

Evaluation

The Courthouse Security Committee believes that having cameras installed in various areas inside and outside the Courthouse could assist in preventing a crime or at least minimizing it if someone was monitoring. It would also be evidence in the event the crime was committed after the Courthouse was closed or before real-time monitoring is in place.

Conclusion

Cameras in the form of a surveillance system can act as a deterrent but to be effective, monitoring real-time activity is the most efficient way to prevent a crime in or around the Courthouse.

Recommendation

The Public Works Director recommends that the Board of Supervisors approve the use of NJPA Contract No. 062909 with ADT Security Service Inc. to provide for the security camera system installation at the Globe Courthouse.

Suggested Motion

Information/Discussion/Action to approve the use of National Joint Power Alliance Contract No. 062909 with ADT Security Services, Inc. whereby the contractor will provide for the material and installation of video surveillance cameras at the Gila County Courthouse in the amount of $82,013.09.
(Steve Stratton)

Attachments

Contract 062909 ADT Commercial Security

ADT Contract with Gila County Scope of Work

NJPA Membership Certificate

Legal Explanation

Exhibit "B"

www.njpacoop.org

200 First Street NE
Staples, MN 56479

FOR IMMEDIATE RELEASE
NJPA Contract Announcement

ADT *Always There*®

NJPA Announces National Contract Award to ADT Contract # 062909-ADT

Staples, MN – July 20, 2009 – The National Joint Powers Alliance® (NJPA) is pleased to announce its vendor partnership contract for Facility Security Equipment, Systems and Services with Related Equipment, Supplies and Accessories to ADT. ADT responded to NJPA's national competitive Invitation for Bid # 062909. The NJPA bid evaluation committee awarded ADT based upon product quality, customer service, pricing, and overall market leadership.

"This contract award to ADT is a perfect fit." said Mike Hajek, Director of Business Development & Marketing at NJPA. "An extensive line of facility security products & services, a dedicated sales, service, & monitoring team, all awarded under a national contract makes ADT the unmatched solution."

NJPA Board of Directors has approved this contract award to ADT. For more information about this contract, please contact Andy Campbell, Contract Manager, at (218) 894-5491 or Andy.Campbell@njpacoop.org.

Join over 28,000 municipal agencies across the nation and learn how to access this contract and receive all the benefits of a no cost, no obligation membership of NJPA by going to www.njpacoop.org.

About ADT:
With over 130 years of experience in the government, education & non-profit security industry, ADT is able to create customized facility security solutions to help meet the needs of your agency or entity and help protect your entity's property, your employees, and your citizens with the most innovative security technology and fully integrated solutions. From securing buildings to furnishing industry-leading redundant asset monitoring, ADT has the expertise in providing security solutions to help protect any size facility and challenges. While others depend on the trust and security of the government, you can trust the reliability of ADT security services and systems for your government supported or owned entity. As your needs change and technology advances become available, your systems can be cost-effectively upgraded.

About National Joint Powers Alliance® (NJPA):
The National Joint Powers Alliance® is a member-owned municipal contracting agency that creates business and service relationships between buyers and suppliers. NJPA establishes and facilitates competitively bid purchasing contracts on behalf of all government and education member agencies nationally. NJPA is governed by publicly elected officials. For membership and organization related information go to www.njpacoop.org

National Joint Powers Alliance

200 First Street NE • Staples MN, 56479

888-894-1930 • www.njpacoop.org

COMMENT AND REVIEW
To the
INVITATION FOR BID (IFB) #062909
Entitled
Facility Security Equipment

The following advertisement was placed in the Star Tribune on May 28, 2009 and June 4, 2009 and on the NJPA website www.njpacoop.org, Onvia and on noticetobidders.com website:

> The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES, to NJPA, and current and potential NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this IFB are available beginning May 28, 2009and continuing until June 22, 2009. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at IFB@njpacoop.org. Sealed Bids will be received until June 29, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

IFB's were requested from and distributed to:

ADT Security Services
GB Technologies
Midwest Digital Systems
Volt Telecommunications Group, Inc.
WSA Systems Boc, Inc.
Aprisa Technology
GE Security
Prime Vendor, Inc.
Wacor

Bids were opened on July 13, 2009 at the offices of NJPA offices 200 1st Street Northeast in Staples, Minnesota 56479. All bids received were deemed responsive. Bids were received from the following:

ADT Security Services

Bids were reviewed by the Bid Review committee consisting of:
Ginger Line, Coordinator of Legal Contract Communications
Gregg Meierhofer, Coordinator of Bids and Contracts
Andy Campbell, Contract Manager

The findings of the Bid Review Committee are summarized as follows:

NJPA
National Joint Powers Alliance
200 First Street NE • Staples MN, 56479
888-894-1930 • www.njpacoop.org

The proposal received from ADT was very thorough and well put together. We believe NJPA's members will benefit from ADT's expertise derived from being a leader and an innovator in the security industry for over 100 years. ADT offered an impressive depth and breadth of product line, a nationwide multi-location redundant monitoring network staffed with ADT professionals, and a very detailed & competitively priced proposal. ADT's proposal also shows considerable strength in serving Canada, Alaska, Hawaii and Puerto Rico and what appears to be an impressive "Green" commitment for their industry.

For these reasons the NJPA Evaluation Team recommends award of NJPA #062909 to ADT Security Services, Inc. as contract #062909-ADT.

Ginger Line, Coordinator of Legal Contract Communications	7-17-09 Date
Gregg Meierhofer, Coordinator of Bids and Contracts	7-17-09 Date
Andy Campbell, Contract Manager	7-17-09 Date

ANNUAL RENEWAL OF AGREEMENT

made by and between

ADT Security Services, Inc. (Vendor)
3601 Eisenhower Avenue
Alexandria, VA 22304

and

National Joint Powers Alliance® (NJPA)
f/k/a North Central Service Cooperative (NCSC)
200 First Street NE
Staples, Minnesota 56479
Phone: (218) 894-5482 Fax: (218) 894-5495

Whereas:

"Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award #062909-ADT", and 2) and a maturity date of July 20, 2013, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts for the period of July 20, 2010 through July 20, 2011.

National Joint Powers Alliance®(NJPA) f/k/a North Central Service Cooperative (NCSC)

By: _____, Its: EXEC. DIRECTOR

Name printed or typed: TODD LYSON

Date 8/24/2010

ADT Security Services, Inc.

By: _____, Its: _____

Name printed or typed: John Gaydon

Date 8-23-10

If you do not want to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

ANNUAL RENEWAL OF AGREEMENT

made by and between

ADT Security Services, Inc. (Vendor)
3601 Eisenhower Avenue
Alexandria, VA 22304

and

National Joint Powers Alliance® (NJPA)
f/k/a North Central Service Cooperative (NCSC)
200 First Street NE
Staples, Minnesota 56479
Phone: (218) 894-5482 Fax: (218) 894-3045

Whereas:

"Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award #062909-ADT", and 2) and a maturity date of July 20, 2013, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts for the period of July 20, 2011 through July 20, 2012.

National Joint Powers Alliance®(NJPA) f/k/a North Central Service Cooperative (NCSC)

By: _____, Its: Executive Director

Name printed or typed: Todd Lyscio

Date 7/22/11

ADT Security Services, Inc.

By: _____, Its: Vice President, Commercial Sales

Name printed or typed: Daniel J Schroeder

Date June 9, 2011

If you do not want to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

Bid Offering
And Acceptance and Award
IFB #062909

FORM D

FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES.
Bid Offering (To be Completed Only by Bidder)

In compliance with the Invitation for Bid (IFB) for FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES, the undersigned warrants that I/we have examined the IFB and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offerer herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: ADT Security Services, Inc. Date: July 13, 2009

Company Address: 3601 Eisenhower Avenue

City: Alexandria State: VA Zip: 22304

Contact Person: John Gaydos Title: Vice President

Authorized Signature (ink only): John Gaydos John Gaydos, Vice President
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the IFB, any amendments to the IFB, and the Bidder's Response. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: Gary L. Nytes
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 20th day of July, 2009 Contract Number # 062909

NJPA Authorized signature: Mike Dam
(Name printed or typed)

Title:

Executed this 28th day of May 2009 Contract Number # 062909

Form G. **OVERALL EVALUATION AND CRITERIA**

In accordance with accepted standards of competitive sealed bid awards as set forth in the Minnesota Procurement Code, competitive sealed bids/awards will be made to responsible Bidders whose bids are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Bidder must have been deemed responsive as a result of the criteria set for "Bidder Responsiveness." A bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

For the Bid Subject **FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES.**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

		Points Awarded
	Available Points	**ADT Security Services**
Conformance to terms and conditions to include documenation	25	25
Pricing	300	275
Qualifications as a responding vendor	125	110
References and past performance information (PPI), to include past member approval	25	15
Selection and variety of products and equipment and manufactured products offered.	225	220
Value added features of overall vendor program as developed to best serve the NJPA Member's purchasing experience.	100	95
Industry standard market place awards and reputation.	75	70
Ability to sell, market and service NJPA Members through a national distribution network of authorized sales reps, field reps and telemarketing.	100	95
Description of national cooperative marketing program to be facilitated in cooperation with NJPA to promote contract.	25	23
Total Points	1000	928
Bonus Points Awarded for:		
Bidder's "Green" characteristics	50	0
Bidder's WBME or SBE characteristics	50	0
Overall Evaluation Points	1100	928

Reviewed by: Keith Hanson

Keith Hanson, CPA, Assistant to the Manager of Financial Services

Ginger Line, Coordinator of Legal Contract Communications

Gregg Meierhofer

Gregg Meierhofer, Manager of Bids and Contracts

National Joint Powers Alliance® (herein NJPA) Invitation for Bid (herein IFB)

for the procurement of

FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES,

IFB Opening

June 29, 2009
2:00 p.m.
At the offices of the
National Joint Powers Alliance®
200 First Street Northeast, Staples, MN 56479

IFB #062909

The National Joint Powers Alliance® (NJPA) issues this invitation for bid (IFB) to provide FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES, to NJPA, and current and potential NJPA Members from government, education, and non-profit agencies in all 50 states, and with potential international distribution. Specifications and details of this IFB are available beginning May 28, 2009and continuing until June 22, 2009. Specification may be obtained by letter of request to Gregg Meierhofer, NJPA, 200 First Street Northeast, Staples, MN 56479, or e-mail at IFB@njpacoop.org. Sealed Bids will be received until June 29, 2009 at 2:00 p.m. at the above address. NJPA reserves the right to reject any and all bids.

The text above is the Public Notice to Bidders to be used by NJPA.

IFB Timeline

May 28, 2009and	• *Publication of IFB in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of noticetobidders.com*
June 4, 2009	• *Deadline for IFB requests*
June 22, 2009	• *Pre-Bid Conference (webcast – conference call)*
June 24, 2009 10:00AM Central	• *Deadline for Submission of Bids, and Public Opening of bids*
June 29, 2009 2:00 p. m.	

Direct questions regarding this IFB to:

Gregg Meierhofer at gregg.meierhofer@njpacoop.org or (218)894-1930

IFB Procedures offers the methods for submitting questions.

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1. INTRODUCTION

A. ABOUT NJPA

1.1 The National Joint Powers Alliance®- (NJPA)- is a Municipal Government Service Cooperative created by Minnesota Legislative Statute §123A.21 with the directive and commitment to offer, among other things, cooperative procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

1.2 To this end, NJPA has established a series of procurement contracts with various Vendors of products and services which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative purchasing contracts can be found at www.njpacoop.org.

1.3 NJPA's publicly elected Board of Directors calls for all bids, awards all Contracts, and hosts those resulting Contracts and offers them for the benefit of its Membership.

B. JOINT EXERCISE OF POWERS LAWS

1.4 NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other states. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59. The Minnesota "Joint Exercise of Powers Law" states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at http://www.njpacoop.org/LEARN/About/Legal.html and clicking on that state at the bottom of the web-page.

C. WHY BID A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

1.5 National Cooperative Procurement Contracts create value for both governmental buyers and their Vendors of products and services in two ways:

1.5.1 We **save the time and effort** of many governmental buyers bringing individual procurement bids AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

1.5.2 We earn **volume purchasing discounts** which are passed on to our Members. A single awarded bid response is likewise exposed to thousands of potential purchasing units nationwide.

1.6 State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

1.7 The collective purchasing power of thousands of NJPA Members nationwide offer the opportunity for volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this IFB, substantial volume is anticipated and volume pricing is requested.

1.8 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual bidding process.

D. THE INTENT OF THIS IFB

1.9 The intent of this bid is to award an Exclusive Contract to a qualifying manufacturer Bidder demonstrating a solution which meets or exceeds the needs of NJPA or NJPA Members within the scope of **FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES**. Qualifying Bidders must be able to demonstrate the knowledge of applicable industry standards, laws and regulations; and the ability to both market to and service NJPA Members in all 50 states, with potential to serve internationally. All bids received will be evaluated based on (among other factors) their ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of products and services.

1.10 A response to this IFB can be in the form of a Line-Item Pricing *or* Percentage Discount from Catalog or Category Pricing purchasing contract. NJPA desires a relationship with a vendor providing a broad array of equipment, products, accessories and services within the **FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES** industry. Those products and services must be those most used and desired by NJPA and NJPA Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

1.11 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer if such action is in the best interests of NJPA and NJPA Members.

1.12 Multiple Awards: NJPA reserves the right to award a Contract to multiple Bidders where the responding Bidders are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and NJPA Members

1.13 Award by Board of Directors: An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Bid Review Committee and on the best interests of NJPA and NJPA Members. NJPA is seeking a Prime or Exclusive Vendor relationship(s) to meet this need. The goal and intent of this IFB is to follow through with a bid award and executed Vendor Agreement to be marketed through the NJPA to its participating members.

1.14 Best Responsive – Responsible Bidder: It is the intent of the NJPA to award a Contract to the best responsible and responsive Bidder(s) offering the best overall quality and selection of products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Bidder's response has been submitted in accordance with the requirements of this IFB.

1.15 Sealed Bids: NJPA will receive sealed bid responses to this IFB in accordance with accepted standards set forth in the Minnesota Procurement Code and municipal contracting law. Awards may be made to responsible and responsive Bidders whose bids are determined in writing to be the most advantageous to NJPA and its current or future NJPA Members.

1.16 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of the NJPA Members. NJPA and/or its members reserve the right to obtain like goods and services from another source.

1.17 Sole Source of responsibility- NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products and services. NJPA also desires a sole source of responsibility with regard to:

1.17.1 Scope of Products and Services: NJPA desires a single provider for the broadest possible scope of the goods and services being bid over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

1.17.2 Vendor **use of sub-contractors in sourcing or delivering goods and services:** NJPA desires a single source of responsibility for products and services bid. Bidder's are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Bidder and are involved in providing or delivering the goods and services being bid. Vendor assumes all responsibility for the products and actions of any such Sub-Contractor.

E. SCOPE OF THIS BID

1.18 Solutions Based Invitation:

1.18.1 All potential Bidders are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member's needs and requirements with respect to the Bidder's products and services.

1.18.2 With this intimate knowledge of NJPA and NJPA Member's needs, Bidders are instructed to provide their bid response in a format describing their solutions to those current and future needs and requirements.

1.18.3 Multiple solutions to the needs of NJPA and NJPA Member's are possible. **Examples could include:**

1.18.3.1 Materials Only Solution: A Materials Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those materials being bid.

1.18.3.2 Turn-Key Solutions: A Turn-Key Solution is combination of materials and services which provides a single price for materials, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

1.18.3.3 Good, Better, Best: Where appropriate and properly identified, Bidders are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Member's needs.

1.18.3.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Bidders are invited to provide the CHOICE of an appropriately identified spectrum of technology solutions to NJPA and NJPA Member's needs both now and into the future.

1.19 Geographic Area to be Bid: This IFB invites bids to provide **FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Bidders will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

1.20 Manufacturer as a Bidder: If the Bidder is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's Dealer

Network. Unless stated otherwise, a Manufacturer or wholesale distributor bidder is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this IFB on behalf of the Manufacturer or wholesale distributor Bidder. Any such dealer will be considered a sub-contractor of the Bidder/Vendor. The relationship between the Manufacturer or wholesale distributor Bidder and its Dealer Network may be proposed at the time of the bid submission if that fact is properly identified.

1.21 Dealer/Re-seller as a Bidder: If the Bidder is a dealer or re-seller of the products and/or services being bid, the response will be evaluated based on the Bidder's authorization to provide those products and services from their manufacturer. Where appropriate, Bidders must document their authority to offer those products and/or services.

1.22 Contract Term: NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and NJPA Members.

1.23 Minimum Contract Value: NJPA anticipates considerable activity resulting from this IFB and subsequent award; however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members.

1.24 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

1.25 Largest Possible Solution: If applicable, Contracts will be awarded to Bidder(s) able to deliver a bid meeting the entire needs of NJPA and NJPA Members within the scope of this IFB. NJPA prefers Bidders submit their complete product line of products and services described in the scope of this bid. NJPA reserves the right to reject specific products bid as a part of the award.

1.26 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

1.27 Bidder's Commitment Period: In order to allow NJPA the opportunity to evaluate each bid thoroughly, NJPA requires that any response to this solicitation be valid and irrevocable for ninety (90) days after the date bids were opened regarding this IFB.

F. SPECIFICATIONS FOR PRODUCTS AND SERVICES BEING BID

1.28 Industry Standards: Except as contained herein, the specifications for this IFB shall be those accepted guidelines set forth by the **FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES** industry as they are generally understood and accepted within that industry across the nation. Submitted products, related services, and their warranties are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and NJPA Members.

> **1.28.1 Deviations from industry standards** must be identified by the Bidder and explained of how, in their opinion, the products and services they bid will render equivalent functionality, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire bid.

1.29 Important note: NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested products and services. Where specific line items are specified, those line items should be considered the minimum which can be

expanded by the Bidder to deliver the Bidder's "Solution" to NJPA and NJPA Member's needs.

1.30 Commonly used Goods and Services: It is important that the products submitted are the products, supplies, and equipment commonly requested by NJPA or NJPA Members.

1.31 New Current Model Goods: Bids submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Bidder's "Hot List" described herein.

1.32 Compliance with laws and standards: All items supplied on this Contract shall comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, the National Fire Protection Association Standards, and any other applicable safety or regulatory standards or codes.

1.33 Delivered and operational; Products offered herein are to be bid based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in your bid response.

1.34 Warranty: The Bidder/Vendor warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Bidder has the primary responsibility to submit, as a part of Tab 4, product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in the non-award.

1.35 Bidder's Warrants: The Bidder warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this IFB including any specifications or standards. In addition, Bidder/Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

G. CERTIFICATION – FIRM OFFER TO CONTRACT

1.36 By execution and delivery of a bid, Bidder certifies:

1. The submission of the offer did not involve collusion or any other anti-competitive practices;
2. The Bidder/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Bidder 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 (see Gratuities); and,
4. The Bidder agrees to promote and offer to Members only those products and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

1.37 A response to this IFB is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of products and services contained in and referenced to in this invitation.

1.38 All stated terms and conditions, expectations to include the goals, intent and scope of this IFB as described as a part of this IFB are to be considered binding under the signatures of authorized parties and are part of the Contract.

2. DEFINITIONS

A. BIDDER - VENDOR

2.1 Exclusive Vendor- A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Bidder must exhibit the ability to offer an outstanding overall program and demonstrate the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this IFB.

2.2 Potential Bidder- A person or entity requesting a copy of this IFB.

2.3 Bidder- A person or entity delivering a timely response to this IFB.

2.4 Vendor- One of a number of Bidders whose bid has been awarded a contract pursuant to this IFB.

B. CONTRACT

2.5 "Contract" as used herein shall mean cumulative documentation consisting of this IFB, an entire Bidder's response, and a fully executed "Acceptance and Award."

C. TIME

2.6 Periods of time, stated as number of days, shall be in calendar days.

F. BIDDERS RESPONSE

2.7 A Bidders Response is the entire collection of documents as they are received by NJPA from a Potential Bidder in response to this IFB.

G. CURRENCY

2.8 All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

3. INSTRUCTIONS TO PREPARING YOUR BID

A. PREBID CONFERENCE

3.1 A pre-bid conference will be held at the date and time specified in the time line on page one of this IFB. Conference call and web connection information will be sent to all Potential Bidders through the same means employed in their enquiry. The purpose of this conference call is to allow Potential Bidders to ask questions regarding this IFB.

B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to the NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this bid, marketing, sales, and any other area deemed essential by the Bidder.

C. BIDDERS EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Bidder may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, Deviations or contingencies stipulated in Bidder's response, while possibly necessary in the view of the Bidder, may result in disqualification of a bid response.

D. FORMAL INSTRUCTIONS TO BIDDERS

3.6 It is the responsibility of all Bidders to examine the entire IFB package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after the deadline for submission of bids.

3.7 All bids must be sent to "The National Joint Powers Alliance®, 200 1st ST NE Staples, MN 56479."

3.8 All bids must be submitted in both hard copy and electronic formats (on a compact disc). Both hard copy and electronic bids must be tabbed (in appropriately named files in the case of the CD) as identified herein. Electronic bid submissions should be submitted in a nested file structure where the root file is entitled "Bid Response". Files contained in the root file should be entitled "Tab A, Tab B,..." Documents within the nested files should be individual documents or folders appropriately titled as to their content.

3.9 Two complete copies of each bid must be submitted with the exception of a single original bid bond submitted in one response copy with a copy of the bid bond in the second response copy. All Bid forms must be legible. All appropriate forms must be executed by an authorized signatory of the Bidder. Blue ink is preferred for signatures.

3.10 Electronic bid submissions should be submitted using the electronic forms provided. If a Bidder chooses to use alternative documents for their response, the bidder will be responsible for ensuring the content is effectively equal to the NJPA form and that the document is in a format readable by NJPA.

3.11 Product descriptions, fact sheets, and catalogs should be submitted in electronic only format in an effort to limit the use of paper resources in the hard copy response. Price lists in excess of 20 pages should be submitted in electronic format only.

3.12 It is the responsibility of the Bidder to be certain that the bid submittal is in the physical possession of NJPA on or prior to the deadline for submission of bids. Bids must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the bid number, bid category name, the message "Hold for Bid Opening", and the deadline for bid submission. NJPA cannot be responsible for late receipt of bids. Bids received by the correct deadline for bid submission will be opened and the name of each Bidder and other appropriate information will be publicly read.

3.13 Corrections, erasures, and interlineations on a Bidder's response must be initialed by the authorized signer in original ink on all copies to be considered.

3.14 Addendums to the IFB: The Bidder is responsible for ensuring receipt of all addendums to this IFB.

3.14.1 Bidder's are responsible for checking directly with NJPA, or checking the NJPA website for addendums to this IFB.

3.14.2 Addendums to this IFB can change terms and conditions of this IFB including the deadline for submission of bids.

E. CONTENTS AND TABBING OF BID SUBMISSION

3.15 In order to insure that every bid receives a fair evaluation and comparison, it is required that each Bidder tab and label their bid in the following manner:

INSIDE FRONT COVER (pocket)

- **Original executed forms D, E, H & I.**

- **Electronic submission of bid (CD).**
- **Bid Bond (or Cashier's Check)**

A table of contents identifying the tabbed contents.

Tab 1: Company Information and Bid Intention
- **Executive Summary (a one page description of what you are bidding on and how your offer will best meet the needs of NJPA Members)**
- **Company Information Form B**
- **Insurance Certificate (Accord Form)**

Tab 2: Copy of Bid Terms, Conditions, and Expectations
- **Copy of each page of the Invitation For Bid in order**

Tab 3: Bidder Qualifications
- **Form A**
- **Company supporting information, stock holders or financial reports**
- **Any applicable or required license documentation**

Tab 4: Cost Submittal
- **Price discounts for categories**
- **Value added submittals in Line-Item Pricing format and/or language describing the value added, if applicable**
- **Shipping program**
- **Volume incentive program**
- **Warranty documents**
- **Sourced Goods pricing factor**

Tab 5: Exceptions to IFB Terms and Conditions
- **Exceptions to Terms and Conditions and Bid Expectations Form C**

Tab 6: Marketing Plan
- **Bidder's Marketing Material**
- **Marketing plan (Internal and External)**
- **Related company and product marketing material**
- **Copy of signed Bidder's Checklist Form F**

Complete Bidder's Checklist Form F and sign all required documents as indicated. Sign and place originals of Forms D,E,H, and I in an envelope in the pocket inside the front cover of your bid response binder. Place an electronic copy of the entire bid response recorded on a Compact Disc (CD) and place that CD in the pocket inside the front cover of your bid response binder.

Send your bid so that it arrives on or before the required time and date in the Central Time Zone. Bids must be submitted in a sealed envelope/package with the bid number, category, the deadline for bid opening, and the statement "HOLD FOR BID OPENING" clearly and conspicuously marked on the outside of your packaging.

IF YOUR BID IS OPENED PRIOR TO THE TIME AND DATE SPECIFIED BECAUSE YOU FAILED TO MARK THE EXTERIOR OF YOUR PACKAGING, YOUR BID MAY BE REJECTED AS NON-RESPONSEIVE.

Before you seal your bid, ask yourself this question, "Did I state my very best prices and

overall program in this NJPA Bid response?" Be sure the cover sheet is signed and that all forms are properly executed and enclosed. After verifying this has been done, make a copy of the bid for yourself.

F. QUESTIONS AND ANSWERS ABOUT THIS IFB

3.16 Upon examination of this IFB document, Bidder shall promptly notify the Coordinator of Bids and Contracts of any ambiguity, inconsistency, or error that they may discover. Interpretations, corrections and changes to this IFB must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Bidder shall not rely upon such.

3.17 Submit all questions about this IFB, in writing, referencing **"FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES** to Gregg Meierhofer, NJPA, 200 First Street NE, Staples, MN 56479 or ifb@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the IFB. Requests for additional information or interpretation of instructions to Bidders or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Bidders to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. CST of the seventh (7th) calendar day prior to bid due-date cannot be answered.

3.18 If the answer to a question is deemed by NJPA to have a material impact on other Inquirers or the IFB itself, the answer to the question will become an addendum to this IFB.

3.19 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other Inquirers or the IFB itself, no further documentation of that question is required.

3.20 As used in this solicitation, clarification means communication with a Potential Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the IFB.

3.21 Addenda are written instruments issued by the NJPA that modify or interpret this IFB. All addenda issued by the NJPA shall become a part of the IFB. Addenda will be delivered to all Potential Bidders using the same method of delivery of the original IFB material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current Bids" and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of bids, except an addendum withdrawing the request for bids or one that includes postponement of the date of receipt of bids. Each Potential Bidder shall ascertain prior to submitting a Bid that it has received all addenda issued, and the Bidder shall acknowledge their receipt in its Bid Response.

3.22 An amendment to a submitted bid must be in writing and delivered to NJPA no later than the time specified for opening of all bids.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED BID

3.23 A submitted bid may not be modified, withdrawn from or cancelled by the Bidder for a period of ninety (90) days following the date bids were opened regarding this IFB. **Prior** to the deadline for submission of bids, any bid submitted may be modified or withdrawn by notice to the NJPA Coordinator of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Bidder and shall be delivered to NJPA prior to the deadline for submission of bids and it shall be so worded as not to reveal the content of the original bid. However, the original bid shall not be physically returned to the Potential Bidder until after the official bid opening. Withdrawn bids may be resubmitted up to the time designated for the receipt of the bids if they are then fully in conformance with the Instructions to Bidder.

H. VALUE ADDED ATTRIBUTES, PRODUCTS, AND SERVICES

3.24 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being bid which adds value to those items being bid. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

3.25 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Bidder's Questionnaire and Bidder's product and service submittal and must be tabbed under Tab 4.

3.26 Value added products and expanded services, as they relate to this IFB, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of **FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES,** and advances to provide products, supplies, equipment, and services meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs and complements the products, equipment, services and training. Value added could include areas of product and equipment, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this IFB.

3.27 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Dealer or Supplier networks) involved in carrying out the activities invited. The ability of a Bidder to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this IFB.

3.28 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the products and services they purchase. Please identify any "Green" characteristics of the goods and services in your bid and identify the sanctioning body determining that characteristic.

3.29 Green Products and Green Vendors: NJPA, NJPA Members, and Vendors alike are responsible for being good stewards of the planet we share. Vendors are asked to, not only provide green products, but also to notify NJPA and NJPA Members of the green characteristics of those products. With this information NJPA and NJPA Members have the opportunity to both choose green products and comply with certain green regulations and initiatives.

3.30 On-Line Shopping/Ordering systems: On-line shopping and ordering systems will be viewed as a value-added characteristic.

3.31 Financing: The ability of the Bidder to provide financing options for the products and services being bid will be viewed as a Value Added Attribute.

I. BID BOND

3.32 A bid bond in the amount of $10,000 (or a cashier's check payable to NJPA in the same amount) will be required of all Bidders to secure the Bidder's performance in completing the "Contract" contemplated herein. The bid bond (or cashier's check) will be released to the Bidder following the required 90 day commitment period. If a bid bond is provided it must be issued by an Admitted Surety

(an insurance organization authorized by the Insurance Commissioners in all 50 states to transact surety insurance during this calendar year).

- ACCEPTABLE BID BOND MUST BE PROVIDED WITH THE BID SUBMITTAL.
- INDUSTRY STANDARD DOCUMENTS ARE ACCEPTABLE.
- A SURETY THAT IS RATED AT LEAST A OR EQUIVALENT BY A MAJOR RATING COMPANY SHALL ISSUE BID BOND.
- THE BID BOND SHALL IDENTIFY NJPA AS THE OBLIGEE.
- THE BID BOND SHALL HAVE THE BIDDER IDENTIFIED AS THE OBLIGOR.
- THE BIDDER SHALL AGREE TO PROVIDE THE BASIC BID BOND ACTIVE UNTIL RELEASED BY NJPA. THE BIDDER ALSO AGREES TO ALLOW NJPA TO RETAIN THE CASHIERS CHECK IN THE EVENT THIS IS USED TO MEET THIS REQUIREMENT.
- A CASHIERS CHECK FOR THE STATED AMOUNT IS ALSO ACCEPTABLE TO MEET THIS BID REQUIREMENT AND SHALL BE CONSIDERED EQUAL IN VALUE AND PURPOSE TO A BID BOND.

3.33 THE PURPOSE OF THE NJPA SOLICITATION BID BOND IS TO INSURE THAT THE AWARDED BIDDER FOLLOWS THROUGH IN THE DEVELOPMENT AND EXECUTION OF THEIR MARKETING PLAN. NJPA RESERVES THE RIGHT TO ACTIVATE THE CASH VALUE OF THE BID BOND OR CASHIERS CHECK IN THE EVENT THE AWARDED BIDDER FAILS TO INITIATE AND EMBRACE SAID MARKETING PLAN TO THE SATISFACTION OF NJPA.

J. CERTIFICATE OF INSURANCE

3.34 All Bidders must provide verification of liability insurance coverage with their bid submission. A commercial general liability insurance policy will be required documenting standard coverage limits of at least $1 million/$2 million and standard automobile coverage. Evidence of the required insurance shall be provided by means of a certificate of insurance and documented under Tab 3.

Prior to commencing services under this Contract, successful Bidder shall provide and maintain during the entire life of this Contract a certificate of insurance with the above limits and having NJPA identified as an **additional insured**. The coverage is to be maintained in full effect during the term of any Contract resulting from this IFB.

K. ORDER PROCESS AND/OR FUNDS FLOW

3.35 Please propose an order process and funds flow for your bid. Please choose from one of the following:

3.35.1 B-TO-G: The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this IFB.

3.35.2 Through NJPA: If the order process and/or funds flow are proposed to be processed through NJPA, (that is NJPA receives orders from NJPA Members and places orders from the Vendor AND/OR NJPA invoices and collects funds from NJPA Members and pays invoices from the Vendor), please detail the proposed process for these transactions including their timing, potential charges related to timing, and any line-of-credit relationship to be established.

3.35.3 Other: Please fully identify.

L. ADMINISTRATIVE FEES

3.36 Bidder agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this IFB to current and

potential NJPA Members. This Administration Fee shall be:

3.36.1 Calculated as a percentage of the dollar volume of all goods and services provided to and purchased by NJPA and NJPA Members, and

3.36.2 Included in, and not added to, the pricing included in Bidder's response to this IFB, and

3.36.2 Established as a part of the Vendor Agreement process, and

3.36.3 Set based on the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this IFB.

3.36.3.1 Typical administrative fees for a B-TO-G order process and funds flow can be 2.0%.

3.37 The opportunity to propose these factors and an appropriate administrative fee is available in the questionnaire part of this IFB.

4. PRICING STRATEGIES

4.1 NJPA requests that Potential Bidders respond to this IFB only if they are able to offer a wide array of products and services at prices lower than what they would ordinarily offer to single government agency, larger school district, or regional cooperative bid.

4.2 This IFB is an "Indefinite Quantity Unit Price Request" with potential national sales distribution and service. You are agreeing to fulfill Contract obligations regarding each item to which you provide a description and a price. If your specification requires additional supporting documentation, describe where it can be found in your submission. If you offer the specification in an alternative fashion, describe your solution to be easily understood. All pricing must be tabbed and organized under Tab 4, and copied on a CD along with other requested information as a part of a Bidder's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with a cash purchase option of the products and services being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All bidders will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," "Percentage Discount from Catalog Pricing," or a combination of these two pricing strategies. Bidders are also encouraged to offer OPTIONAL pricing strategies including "Hot List," "Sourced Goods," and "Volume Discounts," as well as financing options such as leasing.

A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products and/or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products and prices are individually identified, however Bidders with a large number of products to bid may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense.

4.6 Unit Pricing: Unit Pricing is a line-item technique of pricing for services including the related materials for those service on a unitized basis, The unitized basis may be per quantitative measure such as per square foot, per lineal foot or per occurrence. As an example (not necessarily related to the scope of this IFB) , sheetrock may be line item priced as a product only, delivered to the end users location, AND unit priced delivered and installed at that end users location. The sheetrock, hung and taped logical

combination of product and service and could be priced per square foot. Whether pricing services or logical combinations of products and services, pricing per unit of product/product and service must be quoted (i.e. cost per square foot of sheetrock hung and taped).

4.7 All Line-Item Pricing items must be numbered, organized, sectioned, and easily understood by the bid review committee and members.

4.8 Line-Item Pricing items are to be submitted in an Excel spreadsheet format and are to include all appropriate identification information necessary to discern the line item from other line items in each Bidder's bid.

4.9 The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Bidders are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products and services.

4.10 All products and services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet.

4.11 Bidders are asked to provide both a "List" price as well as a "Proposed Contract Price" in their pricing matrix. "List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG

4.12 Percent Discount From Catalog or Category Pricing- A specific percentage discount from a "Base or List Price" defined as a published manufacturers list, or catalog price for the products or services being bid. The "Base or List Price" is the price charged to an average government/education buyer absent reductions for cooperative or volume purchasing agreements.

4.13 Individualized percentage discounts can be applied individually to any number of defined product groupings. Product groupings can be defined by manufacturer, product type, or other factor as long as the Bidder sufficiently defines those product groupings

4.14 A Percentage Discount from Catalog or Category Pricing offered by the Bidder is acceptable if the products and equipment are far too numerous to name and price individually.

4.15 A Percentage Discount from Catalog or Category Pricing identifies a percentage discount to be applied to a "Base Price" for products from one or more published catalogs. The "Base Price" will be the price generally applicable to government and education customers absent the discounts contemplated herein. The catalog may be published by the Bidder or by the Bidder's supplier. "Published" means generally available to a dealer network distributing those products and services being bid in either print or electronic formats where an "Auditor" may verify the "Base Price" of a product bid during the term of a Contract.

4.16 When a Bidder elects to use "Percentage Discount from Catalog or Category," Bidder will be responsible for providing and maintaining current "Base or List Pricing" with NJPA both in their Bid and throughout the term of any Contract resulting from this IFB.

4.17 New "Base or List Price" Catalogs may be submitted for review throughout the term of the Contract. NJPA reserves the right to review subsequent catalogs submitted to determine if the represented products reflect the contracted products and equipment. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs will result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract

would be grounds for terminating the Contract for convenience. New optional accessories for equipment may be added to the Contract at the time they become available.

C. HOT LIST PRICING

4.18 NJPA also invites the Vendor, at their option, to offer a specific selection of most commonly used products, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All product pricing, including the Hot List Pricing must be submitted in hard copy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Consideration and valuation points will be given to the most advanced selection of Hot List Pricing products. Providing a "Hot List" of products is optional. Products and services may be added or removed from the "Hot List" at any time provided that current "Hot List" prices are provided to NJPA at all times.

4.19 Hot List pricing may also be used to discount and liquidate close-out and discontinued products as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.20 Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product descriptions and Pricing with NJPA.

D. CEILING PRICE

4.21 Bid pricing is to be established as a ceiling price. At no time may the bid products be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to meet the specific needs of an NJPA Member.

4.22 Allowable specific needs may include commitments for certain purchase volume commitments or the establishment of custom programs based on the individual competitive market needs of certain NJPA Member.

E. VOLUME PRICE DISCOUNTS

4.23 Bidder's/Vendor's are free to offer volume and committed volume discounts from the quantity-of-one pricing documented in a Contract resulting from this IFB. Volume commitment levels shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.24 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA or NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

4.25 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

F. SOURCED GOODS

4.26 NJPA and NJPA Members may, from time to time, request goods and services within the scope of this IFB which are not included in an awarded Vendor's line-item listing or "list or catalog" known as Sourced Goods.

4.27 An awarded Vendor resulting from this IFB may "Source" these products for NJPA or NJPA Member to the extent that they:

4.27.1 Include in their bid response a cost-plus-percentage-of-cost pricing factor for such Sourced goods and services, and

4.27.2 Document the Vendor's "Total Cost of Acquisition" of such Sourced goods, and

4.27.3 Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA or NJPA Member.

G. TOTAL COST OF ACQUISITION-

4.28 The Total Cost of Acquisition for the products and services being bid, including those payable by NJPA or NJPA Members to either the Bidder or a third party, shall be disclosed in the Bidder's response including but not limited to:

- The capitalized cost of the base products and services being bid,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the products and services being bid.
- The cost of delivery and installation (where applicable) of the products and services and any accessories being bid.
- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the products and services being bid and making it operational at the purchaser's site.

4.29 The Total Cost of Acquisition is to be stated "As Bid." As an example, a materials only bids, or portions of bids, must include the total cost of acquisition for those materials delivered. In contrast, the Total Cost of Acquisition for a turn-key bid must include the total costs to be incurred in the process of delivering that combination of products and services.

H. REQUESTING PRODUCT AND SERVICE ADDITIONS/DELETIONS

4.30 Requests for product, service, and price additions, deletions, or changes must be made in written form and shall be subject to approval by NJPA.

4.31 New products and services may be added to a Contract resulting from this IFB at any time during that Contract to the extent that those products and services are within the scope of this IFB. Those requests are subject to review and approval of NJPA. Allowable new products generally include new updated models of products and services previously offered which reflect new technology and improved functionality.

4.32 Bidders representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this IFB.

4.33 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1)within the scope of the original bid, and 2)in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.34 Documenting the "Best Interests of NJPA and NJPA Members" when out-dated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.35 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product line, b) making a general statement identifying how the products to be added are within the scope of the original

bid, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter.

4.36 Our intent here is to encourage you, the Vendor, to provide and document our due diligence in a clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance. This information must ultimately come from you, and we are requiring it in this format.

I. REQUESTING PRICING CHANGES

4.37 Price Decreases: Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to bid their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is pretty easy when we are documenting price reductions.

4.38 Price increases: Requests for standard contract price increases (or the inclusion of new generation products at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing products/services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new models replacing old models cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members.

4.39 Price Change Request Format: An awarded Bidder will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by product category. Specific details for the requested price change must be attached to the request letter identifying, where appropriate, both current and proposed pricing. Attachments such as letters from material suppliers announcing price increases are appropriate for documenting your requests here.

J. PRICE AND PRODUCT CHANGES FORMAT

4.40 NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document that consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

4.40.1 A cover letter:

a. Please address the following subjects in your cover letter:

i. What items prices are changing?

ii. How much are the prices changing?

iii. Why are the prices changing?

iv. Any additions or deletions from the previous product list and the reason for the changes.

b. The specifics of the product and price changes will be listed in the excel spreadsheets indentified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.

i. If appropriate, **for example**, state that, "All paper products increased 5 % in price due to transportation costs."

ii. If appropriate, for instance, state that, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price

increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

4.40.2 An excel spreadsheet identifying all products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "[Vendor Name] pricing effective XX/XX/XXXX."

a. Include all products regardless of whether their prices have changed. By observing this convention we will:

i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

ii. Create a historical record of pricing.

K. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.41 Initially; and with each request for product addition, deletion, and pricing change; all products and services available, and the prices for those products and services will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract.

4.42 Bidder's/Vendor's may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.43 All products and services, together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

4.44 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this IFB.

L. PAYMENT TERMS

4.45 Payment terms will be defined by the Bidder in the Bidder's response. Bidders are encouraged to offer discounts for prompt payment. Bidders are encouraged to offer payment terms through P Card services.

4.46 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your bid. Bidders must submit an example of the lease agreement to be used. Bidders must identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
  - The index rate being adjusted; and
  - The "Purchase Option" at lease maturity ($1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Bidder and the Leasing Company

M. SALES TAX

4.47 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities.

Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this IFB.

N. SHIPPING AND SHIPPING PROGRAM

4.48 Shipping program for material only bids, or sections of bids, must be defined and tabbed under Tab 4 as a part of the cost of goods. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

4.49 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of "bid pricing."

4.50 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.51 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.52 Bidders must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.53 A restocking fee may only be charged on products ordered and that have been delivered to the member's site. Restocking fees in excess of 15% will not be allowed; restocking fees may be waived, at the option of the Bidder/Vendor. Indicate all shipping and re-stocking fees in price program under Tab 4.

4.54 Bidder agrees that shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.55 Unless specifically stated otherwise in the "Shipping Program" of a Bidder's response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.56 Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the item of delivery, the goods shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

4.57 Vendor shall deliver Contract conforming products in each shipment and may not substitute products without approval from NJPA Member.

4.58 The NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product, NJPA Member will immediately notify Vendor and Vendor will replace non-conforming product with conforming product.

4.59 Throughout the term of the Contract, Bidder agrees to pay for return shipment on goods that arrive

in a defective or inoperable condition. Bidder must arrange for the return shipment of damaged goods.

4.60 Unless contrary to other parts of this solicitation, if the goods or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

O. NORMAL WORKING HOURS

4.61 Prices quoted are for products and services delivered during normal business hours. Normal Business hours will be 1) as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this IFB.

5. MARKETING PLAN

5.1 Internal Marketing Plan: An award of Contract resulting from this IFB is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor's door. Your internal marketing plan should serve to:

5.1.1 Identify the appropriate levels of management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

5.1.2 Identify, in general, the feet-on-the-street sales force who will be carrying this Contract opportunity in the field to NJPA and NJPA Members in terms of numbers and geographic distribution.

5.1.2.1 Identify whether your sales force are employees or independent contractors.

5.1.3 Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force gathered at national or regional events in the near future? Does you sales force have the ability to participate in webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

5.1.4 Identify your personnel involved in training.

5.1.4.1 NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

5.1.4.2 Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

5.2.1 identifies the value delivered in a competitively bid national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual IFB's; and

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of

the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

5.3 External Marketing Plan: NJPA is seeking the ability to serve all our current and potential members nationwide. The Bidder must demonstrate the ability to both market and service their products nationwide. Please demonstrate that your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

5.4 The Bidder must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Bidder will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA Catalog and other places.

5.4.2 Press releases and advertisements. Bidder will identify a marketing plan identifying their anticipated press releases, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Bidder's Website. Bidder will identify how an Awarded Contract will be displayed on the Bidder's website. An on-line shopping experience for NJPA and NJPA Members will be viewed as a value-added attribute to a Bidder's response.

5.4.4 Trade Shows. Bidder will outline their proposed involvement in the promotion of a Contract resulting from this IFB through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors will be required to participate in the following trade shows:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Bidder must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available products and services to current and potential NJPA Members. NJPA reserves the right to deem a bidder non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help the NJPA rollout this program to current and potential NJPA Members. NJPA requires that the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA's website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and dealer training programs involving both Vendor and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and NJPA Members.

5.7 Facilitating NJPA Membership: Bidder should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment to establishing that membership.

5.7.1 Membership information: Bidder should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

6. BID OPENING PROCEDURE

6.1 Sealed and properly identified Bidder's Responses for this IFB entitled **"FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES"** will be received by Gregg Meierhofer, Coordinator of Bids and Contracts, at NJPA Offices, 200 First Street NE, Staples, MN 56479 until the deadline for receipt of, and opening of bids at **2:00 p.m. on June 29, 2009.** The NJPA Director of Business Development, or Representative from the NJPA Bid Review Committee, will then read the Bidder's names aloud. A summary of the responses to this IFB will be made available for public inspection in the NJPA office in Staples, MN. **Specifications are available for pick up or mail delivery beginning May 28, 2009and continuing until 4:00 p.m. on June 22, 2009.** A letter or e-mail request is required to receive a complete IFB. Send or communicate all requests to the attention of Gregg Meierhofer 200 1st Street Northeast Staples, MN 56479 or IFB@njpacoop.org to receive a complete copy of this IFB. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Bid Submissions or requests for IFB are invalid and will not receive consideration. All Bid Responses must be submitted in a sealed package. The outside of the package shall plainly specify **"FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES, "** To avoid premature opening, it is the responsibility of the Bidder to label the Bid Response properly.

7. EVALUATION OF BIDS

A. THE BID EVALUATION PROCESS

7.1 NJPA will use a 1000-Point Evaluation System to help determine the best overall Bidder(s) selection. Bonus points may be available for specific bid characteristics identified such as "Green Product Certifications."

7.2 NJPA reserves the right to use a "Cost Scoring Evaluation" through a product comparison process of like products. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

7.3 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Bidder stipulates exceptions, exclusions, or limitations of liabilities.

7.4 To qualify for the final evaluation, a Bidder must have been deemed responsive as a result of the criteria set forth under "Bidder Responsiveness."

7.5 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Bidder(s) based on the recommendations of the Bid Review Committee.

7.6 The procurement activities of the NJPA Bid Review Committee are limited to document preparation, answering Bidder questions, advertising the solicitation, distribution of this IFB upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

B. BIDDER RESPONSIVENESS

7.7 Bidder's Responses received after the deadline for bid submission will be invalid and returned to the

Potential Bidder unopened.

7.8 An essential part of the bid evaluation process is an evaluation to qualify the Bidder being considered. All bids must contain answers or responses to the information requested in the bid forms. Any Bidder failing to provide the required documentation may be considered non-responsive.

7.9 Deviations or exceptions stipulated in Bidder's response may result in the bid being classified as non responsive.

7.10 To qualify for evaluation, a bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A bid must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

7.11 The Bid Review Committee shall utilize the following criteria to evaluate all bids received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the bid opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The bid response is received prior to the deadline for submission.
2. The bid package was properly addressed and identified.
3. The bid response contains the required bid bond.
4. The bid response contains original signatures on all documents requiring such.
5. Response's conformance to terms and conditions as described in the solicitation, including documentation.
6. Possesses qualifications as a responding Bidder that meets or exceeds those set within the solicitation.
7. Information from references and past performance information (PPI), including past member approval.
8. Demonstrates that they offer the most current industry standard products and/or services. Yes/No
9. Demonstrates financial stability and a favorable banking line of credit.
10. Demonstrates that their products and/or services proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
11. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
12. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support products and services offered to Members.
13. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded Contract.
14. Has provided all of the required and applicable documentation required i.e. bid bond, insurance certificates, licenses, and/or registration certificates required to do business nationally. Yes/No
15. Line-Item Pricing, in approved excel format, listing of all of the proposed products, services and warrantees provisions with their associated units of costs.
16. Hot List Pricing of the most commonly purchased items in a Line-Item Pricing format (where applicable).
17. Contract Pricing submitted as requested to include Line-Item Pricing and/or Percentage Discount from Catalog or Category Pricing.

C. BID EVALUATION CRITERIA

7.12 If a manufacturer or supplier chooses not to produce or supply equipment, supplies or services to meet these specifications, such action will be considered sufficient cause to reduce evaluation points.

7.13 Consideration will be given in the award based on the completion and degree of information provided regarding available products, equipment, and accessories, as well as, applicable parts of the Bidder Information and Questionnaire.

7.14 The fact that a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent of this IFB will not be considered sufficient cause to adjudge this IFB as restrictive.

7.15 The Bidder is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the equipment, service or related products offered.

7.16 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.17 Consideration will be given in the bid evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. The ability of the Bidder to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this bid will be positively reviewed.

7.18 Consideration will also be given to bids demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's standards.

7.19 Strong consideration will be given to a Bidder's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

7.20 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately one of the factors taken into consideration in evaluation and award.

7.21 Evaluation of a Bidder's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this IFB as defined by industry standards.
2. Prior knowledge of and experience with a Bidder in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of the NJPA and NJPA Members.
4. Evaluation of Bidders' ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Bidder.
6. Nature and extent of company data furnished in Bidder's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service NJPA and NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting the shipping and delivery of products and services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Warranty and product/service responsibility.

7.22 The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Bidder requires the

delivery of information and data. The quality of organization and writing reflected in the bid will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the bid will be evaluated as a sample of data submission.

7.23 A bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

7.24 The NJPA reserves the right to reject the Bidder's Response of the apparent successful Bidder where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this IFB and potential Contract.

7.25 The NJPA shall reserve the right to reject any or all bids. NJPA also reserves the right to reject a bid not accompanied by required bid bond, other data required by this IFB, or if a Bidder's response is incomplete or irregular. The NJPA shall reject all bids where there has been collusion among the Bidders.

7.26 **Overall Evaluation (FORM G)** - The NJPA Bid Review Committee will evaluate bids received based on a 1000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of that criteria by assigning possible scores for each item.

7.27 **Bonus Evaluation Points-** Bonus evaluation points may be awarded by the NJPA Bid Review Committee based on criteria identified as being both "optional" and "having additional value" to the bid being reviewed.

D. COST SCORING EVALUATION

7.28 Cost evaluation may be used to make a best value determination. NJPA reserves the right to use this process in the event that the evaluation committee feels it in necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Bidder for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) products shall be selected by the NJPA bid review committee and the unit cost will be used as a basis for determining the point value. The "Market Basket:" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Bidder will receive the full point value and all other Bidders will receive points as follows: Lowest price Bid=5 (where there are five bidders), and inferior bids = 4, 3, 2, 1 points each. The Total Score for each bidder will be the sum of all points earned. The result of this process shall not be the sole determination for award.

E. PRODUCT TESTING

7.30 The NJPA reserves the right to request and test products and/or services from the apparent successful Bidder. Prior to the award of the Contract, the apparent successful Bidder, if requested by the NJPA, shall furnish current information and data regarding the Bidder's resources, personnel, and organization within three (3) days.

F. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Bidder's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Bidder's record of conforming to specifications and standards of good workmanship. The Bidder's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, PPI can be defined as the Bidder's businesslike concern for the interests of the NJPA Member.

G. WAIVER OF BID FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any bid and to accept bids, which, in its discretion and according to the law, may be in the best interest of its members.

8. POST AWARD OPERATING ISSUES

A. VENDOR AGREEMENT

8.1 An Awarded Bidder will be offered a Vendor Agreement with NJPA. This agreement will be separate from any Contract resulting from this IFB and will be used to identify Vendor and NJPA marketing responsibilities, product and service order and payment flow responsibilities, and the establishment of the administrative fee payable by Vendor to NJPA for the facilitation of the Contract. In the event the awarded Bidder and NJPA are not able to execute an acceptable Vendor Agreement, NJPA reserves the right to reject the awarded Bidder, or make the award to the next responsive Bidder based on the 1000 Point Evaluation System. NJPA also reserves the right to exercise the bid bond and retain the funds in the event the Bidder fails to enter into a Contract with NJPA within 90 days after the date bids were opened regarding this IFB.

8.2 Successful Bidder(s) will be notified that their Bidder's Response has been recommended for award by the NJPA Review Committee. The recommended Bidder and the NJPA contract department will then work out details of the Vendor Agreement implementation including:

- Marketing plan
- Order processing procedures
- Contract marketing activities
- Contract management for the Vendor and the NJPA
- Marketing material, advertising, flyers, website access, etc.
- A commitment by the Vendor to attend and promote a resulting Contract through the use of a display booth at four or more national trade shows. NJPA and Vendor will jointly select the trade shows to attend.
- Execution of the Vendor Agreement.

B. SUBSEQUENT AGREEMENTS

8.3 Purchase Order- Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to an Contract resulting from this IFB. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

8.4 Governing Law- Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

8.5 Additional Terms and Conditions- Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and

standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this IFB.

8.6 Asset **Management Contracts:** Asset Management type contracts can be initiated pursuant to a Contract resulting from this IFB at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this IFB, however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this IFB.

8.7 Specialized Service Requirements- In the event that service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this IFB; NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this IFB. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service.

8.8 Performance Bond- At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

C. NJPA MEMBER SIGN-UP PROCEDURE

8.9 A Potential NJPA Member is generally stated as any unit of government, education, or non-profit organization nationwide (and with possible international distribution). A properly executed Membership creates the necessary "Paper Trail" connection between the Member and NJPA. Membership in NJPA is required to participate in any NJPA contract. Any Member of NJPA who is in compliance with the terms and conditions of membership shall have the option and freedom to access any of the procurement contracts of NJPA.

8.10 Awarded Vendors must agree to facilitate in the NJPA Membership process as part of connecting NJPA members to NJPA contracts. Potential NJPA Members may request membership with NJPA through the following methods:

- Potential members can complete their membership through on-line submission, or through a printable form available on-line at njpacoop.org.
- Potential Members may also submit proposed membership documentation which complies with their State and local Laws, rules and regulations for NJPA review.

8.11 As part of the Contract award, it is the responsibility of the Vendor to facilitate the membership process.

8.12 It is agreed that the completion of a Member Sign-up form expressing the Qualifying Member's decision to participate under a Contract resulting from this IFB, signifies the NJPA Member's acceptance of a Contract resulting from this IFB, and all its specifications, terms and conditions therein.

D. REPORTING OF SALE ACTIVITY

8.13 A report of the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this IFB and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, a description of the items purchased.

E. AUDITS

8.14 During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all products purchased under this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

F. HUB VENDORS

8.15 Hub Vendor: NJPA Members may, from time to time, request a Vendor resulting from this IFB to serve them through a "Hub Vendor" for the purposes of complying with a Law, Regulation, or Rule to which the individual NJPA Member deems to be applicable in their jurisdiction. An Awarded Vendor resulting from this IFB may reject such a request provided they provide written notice of that rejection.

8.16 Hub Vendor Fees: Fees, costs, or expenses levied upon the NJPA Member OR the Vendor for the services provided by the Hub Vendor in the transaction provided that:

8.16.1 The NJPA Member be notified by the Vendor that additional charges may apply; and
8.16.2 The Vendor document the transaction to be "Executed for the Benefit of [NJPA Member Name]" on the face of all transactional and warranty documentation.

G. TRADE-INS

8.17 Where Appropriate, the value in US Dollars, of Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

H. TERMINATION OF CONTRACT RESULTING FROM THIS IFB

8.17 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products or provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the

Contract and issues a request for assurance as described herein and Vendor fails to respond;

- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for Purchase Orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;
- The Vendor fails to actively market this Contract within the guidelines provided in this IFB and the expectations of NJPA.

8.18 Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

Step 1: Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.
Step 2: Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.
Step 3: Issue letter to cancel Contract for cause.

8.19 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

8.20 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

8.21 The NJPA reserves the right to cancel or suspend the use of any Contract resulting from this IFB if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Bidder/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

8.22 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.23 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Bidder to this IFB for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

8.24 Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this IFB within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this IFB to be in violation of the law.

9. GENERAL TERMS AND CONDITIONS

A. ADVERTISEMENT OF THIS IFB

9.1 As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the website "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA.

B. ADVERTISING OF A CONTRACT RESULTING FROM THIS IFB

9.2 Bidder/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

C. APPLICABLE LAW

9.3 NJPA Compliance with Minnesota Procurement Law: Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with as many state laws as possible. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with bidding regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

9.4 Governing Law: All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to this IFB and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

9.5 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the products or services resulting from this IFB. All such laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

9.6 Indemnity: Each party agrees that it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

9.7 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

9.8 Patent and Copyright infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

D. ASSIGNMENT OF CONTRACT

9.9 No right or interest in this Contract shall be assigned or transferred by the Bidder/Vendor without prior written permission by the NJPA. No delegation of any duty of the Bidder/Vendor shall be made

without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vender. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

9.10 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

E. BIDDERS LIST

9.11 NJPA will not maintain or communicate to a bidders list. All interested bidders must respond to the solicitation as a result of one of the methods of bid advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of fairly soliciting bids.

F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.12 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

G. CONFIDENTIAL INFORMATION

9.13 If a Bidder wishes to withhold any part of its bid from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. The NJPA shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Executive Director of the NJPA shall inform the Bidder, in writing, of such determination prior to award of Contract to Bidder.

H. DATA PRIVACY

9.14 Bidder agrees to abide by all applicable STATE and FEDERAL laws and regulations concerning the handling and disclosure of private and confidential information regarding individuals. Bidder agrees to hold the NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

I. ENTIRE AGREEMENT

9.15 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. All terms and conditions of this IFB and the entire Bidder's response are to be considered a part of the resulting Vendor Agreement.

9.16 A Contract resulting from this IFB is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

J. FORCE MAJEURE

9.17 Except for payments 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 due to 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 including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-

intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this IFB. Force majeure shall not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

K. GRATUITIES

9.18 NJPA may cancel this Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder/Vendor or any agent or representative of the Bidder/Vendor, to any employee of the NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract. However, paying the expenses of normal business meals or travel to meetings as described and allowed by law, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of products provided to the NJPA for demonstration, evaluation, or loan purposes are not considered gratuities.

L. HAZARDOUS SUBSTANCES

9.19 Proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

M. LEGAL REMEDIES

9.20 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

N. LICENSES

9.21 Bidder/Vendor shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business conducted by the Bidder/Vendor.

9.22 All responding Bidders must be licensed (where required) and have the authority to sell and distribute offered products to NJPA and NJPA Members in all states. Documentation of said licenses and authorities, if applicable, is requested under Tab 3.

O. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.23 The apparent successful Vendor shall be required to supply the names and addresses of material suppliers and sub-contractors when requested.

9.24 Awarded Vendors under this IFB will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for products and services provided by third party material or service providers.

P. NON-WAIVER OF RIGHTS

9.25 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this IFB shall constitute

a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

Q. PROTESTS OF AWARDS MADE

9.26 Protests shall be filed with the NJPA's Coordinator of Bids and Contracts and Director of Business Development and shall be resolved in accordance with appropriate state statutes of Minnesota. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by IFB number;
4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and, the bid form of relief sought.

R. PROVISIONS REQUIRED BY LAW

9.27 Bidder/Vendor agrees that in the performance of a Contract resulting from this IFB, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

S. PUBLIC RECORD

9.28 All bids submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Bids may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

T. RIGHT TO ASSURANCE

9.29 Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event that a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

U. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Bidder submitting a bid has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Bidder must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the bid section, the Bidder certifies that no current suspension or debarment exists.

V. HUMAN RIGHTS CERTIFICATE

9.31 If Bidder is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Bidder must provide a statement to that effect.

9.32 If Bidder is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Bidder must document their application for

a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Bidder must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Bidder's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

9.33 If Bidder is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Bidder must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

W. SEVERABILITY

9.34 In the event that any of the terms of a Contract resulting from this IFB are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from this IFB, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from this IFB.

X. RELATIONSHIP OF PARTIES

9.35 No Contract resulting from this IFB shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this IFB, neither party may be held liable for acts of omission or commission of the other party, and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

BIDDER QUESTIONNAIRE

Form A

Bidder Name: _____

Questionnaire completed by: _____

Please answer all questions and address all requests made in this IFB, please restate the question and provide the answer indented below each question. Supply any applicable supporting information and documentation. Organize your answers, documentation, and information under the questionnaire response (Tab #3). All information must be typed, organized, and easily understood by evaluators. Limit your answer and documentation as they directly relate to this IFB. This questionnaire may be reprinted to create space needed to answer each question, or delivered in a format established by the Bidder provided it is organized and easily understood.

1) Provide the full legal name, address, and telephone number for your business.
2) Provide contact information for the primary contact person from your business relating to this IFB.
3) Provide a brief history of your company that includes its goals and philosophy.
4) Indicate the number of years your company has been in the **FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES,** industry.
5) List and document recent industry awards and recognition.
6) Is the Bidder a distributor, manufacturer, manufacturer, or a dealer/re-seller of the products and services being bid?
7) If the Bidder is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products you are bidding.
8) For public companies, provide your most recent annual report to shareholders.
9) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.
10) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
11) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
12) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.
13) Provide profiles of key executives of your company that will oversee the implementation and operation of a Contract resulting from this IFB.
14) Supply an organizational chart for your **sales force** including names and contact information for the management levels of your sales department, and describe their territories. Are these individuals the Bidder's employees, independent contractors, or employees of a third party?
15) Supply an organizational chart for your **service force** and dealer network including names and contact information for the management levels, and describe their territories. Are these individuals the Bidder's employees, independent contractors, or are they employees of a third party?
16) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
17) Identify any areas of the United States you will **NOT** be serving.
18) Identify your ability and willingness to service Canada specifically and internationally in general.
19) Describe your general marketing program strategy to promote the proposed Contract nationally.
20) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity.
21) Will your company offer and promote the NJPA Contract to **all** current and prospective NJPA Members nationally?
22) Describe your use of the internet to provide marketing and product awareness.
23) Describe your perception of NJPA's role in marketing the partnership and products and services.

24) Describe the unique quality of the products in your bid in relationship to others available in the market.
25) Describe any training programs available as options for members.
26) Describe technological advances your bid products offer.
27) Describe your "Green" program as it relates to your company, your products, and your recycling program.
28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization or for related manufacturer or distributor directly involved in a Contract resulting from this IFB.
29) Identify any applicable leasing or other financing options as defined herein.
30) Identify any service options included in the bid price, or offered as a bid option, for the products or services being offered.
31) Describe, in detail, your Warranty Program including conditions to qualify, claims procedure, and overall structure.
32) Do all warranties cover all material and labor?
33) Do warranties impose usage limit restrictions?
34) Do warranties cover the technicians travel time to perform warranty repairs?
35) Please list any other limitations or circumstances that would not be covered under your warranty.
36) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How do NJPA Members in these regions receive warranty work?
37) Identify all cooperative governmental procurement contracts which are marketed in more than one state held or utilized by the Bidder.
38) Identify all government procurement contracts held or utilized by the Bidder with any State of the United States.
39) Identify any GSA Contracts held or utilized by the Bidder.
40) Briefly describe the products, equipment, and services you are offering to NJPA Members through this bid.
41) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is not included "Pricing" submitted with your bid response. Identify to whom these items are payable and their relationship to Bidder.
42) Identify the Bidder's proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.
43) Briefly describe your business plan and your proposed order process for this bid award and contract. (Note: order process may be modified or refined during the final Contract phase of this IFB process.
44) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this bid are:

_____ a. The same as we offer on single school district bids.
_____ b. The same as we offer to cooperatives and state purchasing departments.
_____ c. Better than we offer to purchasing cooperatives or state purchasing departments.

(Your bid will be considered "Non-Responsive" if this question is not answered.)

45) Do you offer quantity or volume discounts? _____ YES _____ NO Outline guidelines and program.
46) Describe your shipping, exchange and return program(s) and policy(s). Also specifically identify those programs as they relate to Alaska and Hawaii.

_____

Authorized Signature (Same signature as on Bid Affidavit Signature and Acceptance Form)

Form B

BIDDER INFORMATION

Company Name: _____
Address: _____
City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to IFBs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Contract Manager:

_____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form G. OVERALL EVALUATION AND CRITERIA

In accordance with accepted standards of competitive sealed bid awards as set forth in the Minnesota Procurement Code, competitive sealed bids/awards will be made to responsible Bidders whose bids are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Bidder must have been deemed responsive as a result of the criteria set for "Bidder Responsiveness." A bid must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for:_____

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	25	
Pricing	300	
Qualifications as a responding vendor	125	
References and past performance information (PPI), to include past member approval	25	
Selection and variety of products and equipment and manufacured products offered.	225	
Value added features of overall vendor program as developed to best serve the NJPA Member's purchasing experience.	100	
Industry standard market place awards and reputation.	75	
Ability to sell, market, and service NJPA Members through a national distribution network of authorized sales reps, field reps, and telemarketing.	100	
Description of national cooperative marketing program to be facilitated in cooperation with NJPA to promote contract.	25	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders WBME or SBE characteristics	50	
Overall Evaluation Points		0

Reviewed by: _____ Its_____

_____ Its_____

BIDDER RESPONSE CHECK LIST

Form F	**Yes**	**No**
Understand General Instructions, IFB Procedures and Vendor Agreement	☐	☐
Understand requested Product Guidelines and Bidder's Response Expectations	☐	☐

SPECIFICATIONS AND BID FORMS

Bid Submittal Organization and Check List

1. In order to ensure that every bid receives a fair evaluation and comparison, it is required that each bid be organized in the following manner: a three-ring binder with an inside pocket and a set of six index dividers is required.
2. It is suggested that the Bidder preparing a response check off each required item as it is completed. The same list will be used by NJPA evaluators to ascertain that the bid is complete.
3. Any submittals too large to secure in a binder must be clearly labeled with the name of the Bidder.
4. Two original copies of the bid shall be submitted.
5. Data must be provided on electronic media (flash drive or Compact Disc), when applicable, and a hardcopy printout of the required forms shall be signed and submitted with the bid. Electronic media shall be placed in a protective pouch and clearly identified with the Bidder's name, name of the bid and date. Electronic price lists shall be in Microsoft Excel and shall allow for sorting on any of the fields listed below. Other documents may be submitted as Microsoft Word or PDF files.

All original documents with signatures required shall be original signed with ink.

Divider Tab	Form	Description	Signature Required	Hard Copy	Word or PDF File	Excel File
5	A	Questionnaire for Responders	X	X	X	
1	B	Bidders Company Information	X	X	X	
5	C	Exception to Terms, Conditions and Specifications	X	X	X	
1	D	Copy Bid & Acceptance Signature	X	X	X	
4		Pricing for products and overall program to include Value added, Warranty documents, leasing and other financing programs		X		X
3		Bidder qualification documents Financial or stock holder reports License documents		X		
Left Pocket		Bid bond, or check, for $10,000.00 Labeled CD(s) or flash drive(s)		X		X
1	E	Bidder assurance of compliance (Hard copy notarized)	X	X		
6		_____ Product marketing material Bidder's checklist Form F		X		
2		Copy of bid in page order		X		
Left pocket		Forms D & E signed original documents in envelope	X	X		

_____ *All questions have been answered and data provided as requested. (Omissions and errors can cause bids to be rejected.)*

Signature (Same signature as on Bid Affidavit Signature and Acceptance Form)

_____

EXCEPTIONS TO BID, TERMS, CONDITIONS AND SPECIFICATIONS REQUEST

Form C

Company Name: _____

Responding Name: _____ Phone: _____

Note: This is a sample form. Actual data may be provided on disk and printed. **Original must be signed** and inserted in the bid after it is printed. Any exceptions to the Terms, Conditions, Specifications, or Bid Forms contained herein shall be noted in writing and included with the bid submittal.

IFB Page Number	Section	Term, Condition, or Specification	Exception

IFB Page Number	Section	Term, Condition or Specification	Exception

J.

Bid Offering
And Acceptance and Award
IFB #062909

FORM D

FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES,

Bid Offering (To be Completed Only by Bidder)

In compliance with the Invitation for Bid (IFB) for FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES, the undersigned warrants that I/we have examined the IFB and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products and services in compliance with all terms, conditions of the IFB, any applicable amendments of this IFB, and all Bidder's response documentation. Bidder further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Bidder in fulfillment of this offer is the sole responsibility of the Bidder.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

Your bid offering is hereby accepted and awarded. As the awarded Bidder, you are now bound to provide the defined goods and services contained in your bid offering according to all terms, conditions, and pricing set forth in the IFB, any amendments to the IFB, and the Bidder's Response. The term of the Contract shall commence on the date of this award and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____Gary L. Nytes_____
(Name printed or typed)

Title: ____Executive Director NJPA_____

Awarded this _____ day of _____ **Contract Number # 062909**

NJPA Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____ **Contract Number # 062909**

K. BIDDER ASSURANCE OF COMPLIANCE

Form E

Bid Affidavit Signature Page

BIDDER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the "Bidder"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Bidder is submitting their bid under their true and correct name, the Bidder has been properly originated and legally exists in good standing in its state of residence, that the Bidder possesses, or will posses prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Bidder" in this Contract, and

2. To the best of my knowledge, no Bidder or Potential Bidder, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Bidders, Potential Bidders, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this IFB which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this IFB, and

3. The Bidder or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract, and

4. Neither I, the Bidder, nor, any officer, director, partner, member or associate of the Bidder, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and

5. The Bidder has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal, and

6. If awarded a contract, the Bidder will provide the products, equipment and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this IFB, Bidder offered specifications and other documents of this solicitation, and

7. The undersigned, being familiar with expectations and specifications request outlined in this defined IFB under consideration, hereby proposes to deliver through valid service request, Purchase Orders or forms for NJPA Members per IFB, only new, unused and first quality products and services to designated NJPA Members, and

8. The Bidder has carefully checked the accuracy of all items and listed total price per item in this bid. In addition, the Bidder accepts all general terms and conditions of this IFB, including all responsibilities of commitment and delivery of services as outlined, and

9. Accompanying this bid is a bid bond for $10,000.00, or a cashier's check payable to NJPA in the same amount, the same being subject for forfeiture in the event of default as identified by the undersigned, and

10. In submitting this bid, it is understood that the right is reserved by the NJPA to reject any or all bids and it is agreed that this bid may not be withdrawn during a period of 90 days from the date bids were opened regarding this IFB, and

11. The Bidder certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

12. If Bidder has more than 40 employees in the state in which their principal place of business is located, Bidder hereby certifies their compliance with federal affirmative action requirements.

Company Name: _____

Contact Person for Questions: _____ Phone: _____
(Must be individual who is responsible for filling out this Bidder's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ the day of _____ , 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

FORM H **State Of Minnesota – Affirmative Action Certification**

If your response to this solicitation is or could be in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification BOX A** – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to **BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to** BOX C. **Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to** BOX C.
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to** BOX C. **Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – **For those companies not described in** BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to** BOX C.

BOX C – **For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ___ Date _____

Authorized Signature: _ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5th St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-1283

Form I

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at http://www.dhs.gov/ximgtn/programs.

If any response to a solicitation is or could be in excess of $50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone Number: _____

Printed Name: _____ Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program
Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:
Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155
E-mail: MMDHelp.Line@state.mn.us
Telephone: 651.296.2600
Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Bid Award Recommendation(s)
for NJPA Membership Approval

The following are the recommendations of the Bid Review Committee regarding IFB #062909 for the procurement of **FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES, .**

The Bid Review Committee for this IFB consists of:

Chairman: **Member:**

Member: **Member:**

The findings of the Committee are as follows:

A. Bids rejected as non-responsive and the reason for that determination:

B. Methodologies used by the committee for evaluation:

C. Bids recommended for approval with reasons for recommendation:

It is therefore recommended by the Bid Review Committee that a Contract be approved for the above Bidder(s). A Vendor Agreement will be established with the following Bidder and recommended use by participating member agencies

1. _____

2. _____

_____

_____

3. _____

4. _____

5. _____

NJPA
National Joint Powers Alliance
200 First Street NE • Staples MN, 56479
888-894-1930 • www.njpacoop.org

ADDENDUM
to
The National Joint Powers Alliance® (NJPA)
Invitation For Bid (IFB)
#062909
for
FACILITY SECURITY EQUIPMENT SYSTEMS AND SERVICES WITH RELATED EQUIPMENT, SUPPLIES AND ACCESSORIES

After hearing concerns from certain potential bidders regarding their ability to effectively meet the June 29, 2009 deadline for bid submissions of this invitation, NJPA hereby elects to extend the due date for bid submissions from 2:00PM Central June 29, 2009 to 2:00PM Central July 13, 2009.

National Joint Powers Alliance®

By _____ Its Executive Director

Dated June 12, 2009

Corrected June 15, 2009

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

CONTRACT NO. 062909

GILA COUNTY COURTHOUSE VIDEO SURVEILLANCE

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **ADT Security Services, Inc.**, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below 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. All work must be performed in conformance with industry standards and best practices and by a Certified Contractor in good standing.

The contractor shall provide labor and material for the installation of security cameras and associated equipment for the Gila County Courthouse located at 1400 E. Ash Street, Globe, Arizona. See attached ***Exhibit "B"***, National Joint Powers Alliance (NJPA) contract 062909-ADT made a binding part of this agreement as set forth herein.

Scope of Work
See attached ***Exhibit "A"*** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's
See attached ***Exhibit "A"*** for fee description and rates.

ARTICLE 2 – INSURANCE REQUIREMENTS: The Contractor shall submit a Certificate of Insurance to the Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501, prior to the start of any work.

ARTICLE 3 – 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 4– 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 5 – 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 6 – 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 7 – PAYMENT/BILLING: Contractor shall be paid per the fee schedule as stated in Article 1, but in no event shall payment exceed **$ 82,013.09** 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, Contract No. 062909 has been duly executed by the parties, hereinabove named, on the date and year first above written.

GILA COUNTY

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

ADT SECURITY SERVICES INC.

Signature of Authorized Representative

Joshua Petretti

Print Name

Area Sales Manager

Title

EXHIBIT "A"

ADT Always There

NJPA
National Joint Powers Alliance

Gila County Courthouse
1400 E Ash Street
Globe, AZ 85501
Bob Hickman
NJPA Member #12249

Authorized NJPA
Schedule Price Quote
CONTRACT #062909-ADT

Return Purchase Order & Proposal to the Regional Account Manager. Thank you!

Local ADT Rep
David Barrett
480-446-2390

ADT Security Services, Inc.
Linda Jones
SLG Sales Support
535 Summit Point Drive
Henrietta, NY 14467
Tel: 585-321-3102
Fax: 585-321-3194
ljones@adt.com

Date:	04/04/12
Quote Name:	Video Est #1-IIMB3G
Valid Until:	07/03/12

Installation Charges:

NJPA Schedule Products	$53,302.28
NJPA Installation Labor	$14,824.04
Sourced Goods	$14,715.19
Installation Charge Summary:	**$82,841.51**
NJPA Project Discount	($828.42)
Revised Total Installation Charge Summary:	**$82,013.09**

Annual Services Options:

NJPA Item	2nd Year - Optional Annual Maintenance Charges (One-Year warranty on Equipment and Labor was included for first year)	$9,853.79

Additional Notes:

Note #1: Rates assume that neither the Davis Bacon Act ("DBA"), nor any other Prevailing Wage Act applies. If this is incorrect, please advise in writing before submittal of the purchase order and provide the applicable prevailing wage determination and we will provide a revised quote.

Note #2: This proposal DOES NOT include any applicable Local, State, or Federal taxes.

Note #3: Customer to provide Power and Telco Communications.

*Complete scope of work and specifications are on file in the office of the Gila County Clerk of the Board.

NJPA

National Joint Powers Alliance®

Official CERTIFICATE OF MEMBERSHIP

GILA COUNTY

Member # 12,249

This certificate entitles the entity named above the opportunity to purchasing off of national competitively bid contracts. The entity will:

- ✓ Save time by using pre-bid contracts.
- ✓ Save money by leveraged volume pricing.
- ✓ Obtain quality products from nationally acclaimed vendors.

Duff Erholtz

Duff Erholtz, National Sales Manager

Creating an Alliance Between Buyers and Suppliers

GILA COUNTY ATTORNEY

Daisy Flores

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-1191 **Regular Agenda Item 4- D**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For:	Steve Sanders, Public Works Division Deputy Director	Submitted By:	Gloria Aguirre, Accountant Senior, Public Works Division
Department:	Public Works Division	Division:	Administration
Fiscal Year:	FY 2012 and FY 2013	Budgeted?:	Yes
Contract Dates Begin & End:	May 22, 2012 - December 31,2012	Grant?:	No
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Steve Sanders		

Information

Request/Subject

Approval of Road Project Agreement (FS No. 12-RO-11031200-024) between Gila County and the U.S. Forest Service, Tonto National Forest, to double chip seal Forest Road 423 using Secure Rural School funds.

Background Information

On February 15, 2011, the Board of Supervisors approved submission of an agreement request to the Secure Rural Schools and Community Self Determination Act (SRSC) Title II 2008-2011 for a double chip seal on Forest Road 423 (Cline Boulevard.) On August 8th and 9th the Resource Advisory Committee for the Secure Rural Schools and Community Self Determination Act of 2000 met in Springerville, Arizona and awarded to Gila County its project for a double chip seal on Forest Road 423.

Evaluation

The amount of the cooperative funds in the Project Agreement are set at a maximum, not to exceed amount of $283,825. The U.S. Forest Service will make payments upon receipt of Gila County's invoice. The project is expected to be completed by December 31, 2012.

Conclusion

A double chip seal on this road will provide for an all weather surface on the road, allowing the residents and public using the road improved connectivity on the east side of Tonto Creek in Tonto Basin. Gila County is not required to provide a monetary or in-kind match in order to receive these funds.

Recommendation

The Gila County Public Works Deputy Director recommends that the Board of Supervisors approve United States Department of Agriculture, Forest Service, Tonto National Forest Road Project Agreement (FS No. 12-RO-11031200-024) for FY 2012 through December 31, 2012, in the amount of $283,825.00.

Suggested Motion

Information/Discussion/Action to approve United States Department of Agriculture, Forest Service, Tonto National Forest Road Project Agreement (FS No. 12-RO-11031200-024) for FY2012 through December 31, 2012, in the amount of $283,825 to double chip seal Forest Road 423 (Cline Boulevard). **(Steve Sanders)**

Attachments

FR 423 Agreement

FR 423 Cover Sheet

FR 423 Financial Plan

FR 423 Exhibit B

Project Location Map

Legal Explanation

FS Agreement No. 12-RO-11031200-024
Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
GILA COUNTY
And The
USDA, FOREST SERVICE, TONTO NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between GILA COUNTY, hereinafter referred to as "COOPERATOR," and the USDA, Forest Service, TONTO NATIONAL FOREST, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #10-RO-11031200-006 executed between the parties on September 30, 2009 and the Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended by the Emergency Economic Stabilization Act of 2008, Energy Improvement and Extension Act of 2008, and Tax Extenders and Alternative Minimum Tax relief Act of 2008, Section 601(a) in division C of Pub. L. 110.

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Project Title: Chip Seal Surfacing Project for Forest Road 423

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on September 30, 2009. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.

- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the chip sealing of FR423 (see further description in Exhibit B). The work is as described in the hereby incorporated Financial and Operating plan, attached as Exhibit A.

III. THE COOPERATOR SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

B. Bill the U.S. Forest Service for actual costs incurred, not to exceed $283,825.00.

IV. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Financial and Operating Plan, Exhibit A.

B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed $283,825.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Cooperator's monthly invoice. Each invoice from Cooperator must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1) Cooperator's name, address, and telephone number
2) U.S. Forest Service agreement number
3) Invoice date
4) Performance dates of the work completed (start and end)
5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Christine Crawford
Tonto National Forest
2324 E McDowell Road

Phoenix, AZ 85006

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Steve Stratton Address: Gila County Public Works, 745 N. Rose Mofford Way Globe, AZ 85501 Telephone: (928) 425-3231 FAX: (928) 425-8104 Email: sstratton@co.gila.az.us	Name: Shannon Coons Address: Gila County Public Works, 745 N. Rose Mofford Way Globe, AZ 85501 Telephone: (928) 402-8521 FAX: (928) 425-8104 Email: scoons@co.gila.az.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Christine Crawford Address: Tonto National Forest, 2324 E. McDowell City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5279 FAX: (602) 225-5295 Email: cjcrawford@fs.fed.us	Name: Sherry Smith Address: Tonto National Forest, 2324 E. McDowell City, State, Zip: Phoenix, AZ 85006 Telephone: (602) 225-5383 FAX: (602) 225-5295 Email: sherrysmith@fs.fed.us

B. In the event of a conflict between this Project Agreement and the Coop Agreement, the later shall take precedence.

C. FREEDOM OF INFORMATION ACT (FOIA). Information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 USC 552).

D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or

rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Cooperator's purchase of equipment.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

G. ENDORSEMENT. Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.

H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

I. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

J. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through December 31, 2012 at which time it will expire unless extended.

L. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

TOMMIE C. MARTIN, Chairman
Gila County Board of Supervisors

Date

RETA LAFORD, Forest Supervisor
U.S. Forest Service, Tonto National Forest

Date

ATTEST:

MARIAN SHEPPARD
Chief Deputy Clerk

Date

APPROVE AS TO FORM:

BRYAN B. CHAMBERS
Chief Deputy County Attorney for
DAISY FLORES, Gila County Attorney

Date

The authority and format of this agreement have been reviewed and approved for signature.

SHERRY J. SMITH
U.S. Forest Service Grants Management
Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or

part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

USDA Forest Service

OMB 0596-0217
FS-1500-20

Grants & Agreements Cover Sheet

Cooperators, when completing this form, provide information for the green shaded areas only. When completed, provide to the Forest Service program manager that is working with you on the proposed project.

Forest Service program managers, complete this cover sheet, attach the required documents in the first three items below, and provide entire package to appropriate G&A staff using the local proposal submission process.

Failure to provide the information requested below may result in rejection or delays of the proposed project.

Unit Area (Region/Station) Region 3, Tonto NF, SO

Person submitting request: Christine Crawford
Email Address: cjcrawford@fs.fed.us
Telephone Number: 602.225.5279

I-Web Proposal ID No.	12-RO-11031200-024
Expected/Desired Start Date (for workload prioritization)	April , 2012
Job Code and Funding Amount	S2R3P1 Override 0301 $283,825
For Federal Financial Assistance Agreements (Grants and Cooperative Agreements), Please Attach: • SF-424 • SF-424A or SF-424C • SF-424B or SF-424D • AD-1047 Certification Regarding Debarment... • AD-1049 (or AD-1052), Certification Regarding Drug-Free... • Certification Regarding Lobbying (FS $ over $100K) • Cooperator delegation of signing authority • Non-Competition Justification Letter (if over $75,000 and not competed) • Indirect Cost Rate Documentation (paperwork supporting the cooperators indirect cost rate - may be called a NICRA) • Full project narrative including a project timeline	Attached ☒

• Detailed project budget ----------OR---------- **For All Other Agreements, Please Attach:** • Draft G&A template • Statement of Work which describes proposed project • Draft financial plan, when required ----------OR---------- **For All Modifications, Please Attach:** • Draft Modification template • Statement of Work, if applicable • Financial Plan, if applicable	
For a Modification, Provide the Forest Service Agreement No.	
Cooperator's/Organization's Legal Name	Gila County
Cooperator Current Contact Name, Telephone No., and E-mail	Shannon Coons 928.402.8521 scoons@co.gila.az.us
Cooperator's Complete "Physical" Mailing Address, Including County, Congressional District, and Zip +4 Digits	1400 Ash Street Globe, AZ 85501
Provide County Name(s) Where Project Activities Take Place	Gila
Cooperator Tax ID No.	866000444
Cooperator DUNS Number	147259191
CCR Registered: "Yes" or "No" If "no", vendors are required to register to receive payment. Please advise the Cooperator.	Yes: ☒ No: ☐
For Interagency Agreements Only: Agency Location Code (ALC) and Treasury Account Symbol (TAS)	ALC: TAS:
Non-Employee Identity System (NEIS): Will Non-FS Employees require access to FS IT Systems and/or have unescorted access to a FS facility? If 'yes,' provide names on an attached sheet.	Yes: ☐ No: ☐
Project Title & Brief Description	Chip Seal Surfacing Project for FR423
FS Program Manager Name and Email	Chris Crawford cjcrawford@fs.fed.us
FS Budget Approver Name and Email	Virginia Olsen, volsen@fs.fed.us

USDA Forest Service

OMB 0596-0217
FS-1500-20

FS Administrative Contact Name and Email	Sherry J Smith, sherrysmith@fs.fed.us
FS Signature Official Name NOTE: The Signatory Official must be specifically authorized by FSM1580 or a current FY delegation of authority letter.	Reta Laford

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: Exhibit A

USFS Agreement No.: 12-RO-11031200-024

Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$0.00	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies/Materials	$0.00	$0.00	$0.00	$0.00	$0.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$283,825.00	$0.00	$0.00	$283,825.00
Other					$0.00
Subtotal	$0.00	$283,825.00	$0.00	$0.00	$283,825.00
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$0.00				$0.00
Total	$0.00	$283,825.00	$0.00	$0.00	
Total Project Value:					$283,825.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 100.00%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 0.00%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor					**$0.00**

Subtotal Direct Costs	**$0.00**

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
Total FS Overhead Costs				**$0.00**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Supplies/Materials

Non-Standard Calculation

Total Supplies/Materials	**$0.00**

Other Expenses

Non-Standard Calculation

chipseal FR 423 combination force account/contract	$283,825.00
Total Other	**$283,825.00**

Subtotal Direct Costs	$283,825.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$283,825.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$283,825.00**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor	**$0.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel	**$0.00**

Total Equipment	**$0.00**

Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				$0.00
				$0.00
				$0.00
				$0.00
Non-Standard Calculation				

Total Supplies/Materials	**$0.00**

Printing

Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$0.00
Non-Standard Calculation					
					$0.00
Total Printing					**$0.00**

Other Expenses

Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00
Non-Standard Calculation					

Total Other	**$0.00**

Subtotal Direct Costs	$0.00

Cooperator Indirect Costs

WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Salaries/Labor	**$0.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					$0.00
					$0.00
					$0.00
					$0.00
					$0.00

Non-Standard Calculation

Total Travel	**$0.00**

Non-Standard Calculation	
Total Equipment	$0.00

Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				$0.00
				$0.00
				$0.00
				$0.00
Non-Standard Calculation				
Total Supplies/Materials				$0.00

Printing

Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					$0.00
Non-Standard Calculation					
Total Printing					$0.00

Other Expenses

Standard Calculation					
Item		# of Units	Cost/Unit		Total
					$0.00
					$0.00
					$0.00
					$0.00
Non-Standard Calculation					
Total Other					$0.00

Subtotal Direct Costs	$0.00

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor					$0.00
Travel					$0.00
Equipment					$0.00
Supplies/Materials					$0.00
Printing					$0.00
Other					$0.00
Other					$0.00
Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00
Coop Indirect Costs					$0.00
FS Overhead Costs					$0.00
Total	$0.00	$0.00	$0.00	$0.00	
Total Project Value:					$0.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) #DIV/0!
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) #DIV/0!
Total (f+g) = (h)	(h) #DIV/0!

2. Cost Analysis:

Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(d), should provide a cost analysis of the corresponding matrix columns, (a)-(d), above, e.g. matrix column (a) *FS Non-Cash Contribution* should be analyzed under block (a), below, and matrix column (b) *FS In-Kind Contribution* should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, is being analyzed, e.g. Salary/Labor = hrs or days x rate; Travel = miles x rate, or months x FOR rate (that is, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials--list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

Column (a)
Forest Service Noncash Contribution

Column (b)
Forest Service Cash to Cooperator

Column (c)
Cooperator Noncash Contribution

Column (d)
Cooperator Third Party In-Kind Contribution

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment:

USFS Agreement No.:

Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR 1 CONTRIBUTIONS		COOPERATOR 2 CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	(e)	(f)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	Noncash	In-Kind	(g) Total
Direct Costs							
Salaries/Labor							$0.00
Travel							$0.00
Equipment							$0.00
Supplies/Materials							$0.00
Printing							$0.00
Other							$0.00
Other							$0.00
Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Coop Indirect Costs							$0.00
FS Overhead Costs							$0.00
Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Project Value:							$0.00

Matching Costs Determination	
Total Forest Service Share =	(h)
(a+b) ÷ (g) = (h)	#DIV/0!
Total Cooperator Share	(i)
(c+d+e+f) ÷ (g) = (i)	#DIV/0!
Total (h+i) = (j)	(j)
	#DIV/0!

2. Cost Analysis:

Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes, (a)-(d), should provide a cost analysis of the corresponding matrix columns, (a)-(d), above, e.g. matrix column (a) *FS Non-Cash Contribution* should be analyzed under block (a), below, and matrix column (b) *FS In-Kind Contribution* should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, is being analyzed, e.g. Salary/Labor = hrs or days x rate; Travel = miles x rate, or months x FOR rate (that is, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials--list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

Column (a)
Forest Service Noncash Contribution

Column (b)
Forest Service Cash to Cooperator

Column (c)
Cooperator Noncash Contribution

Column (d)
Cooperator Third Party In-Kind Contribution

Column (e)

Cooperator Noncash Contribution

Column (f) Cooperator Third Party In-Kind Contribution

TONTO NATIONAL FOREST

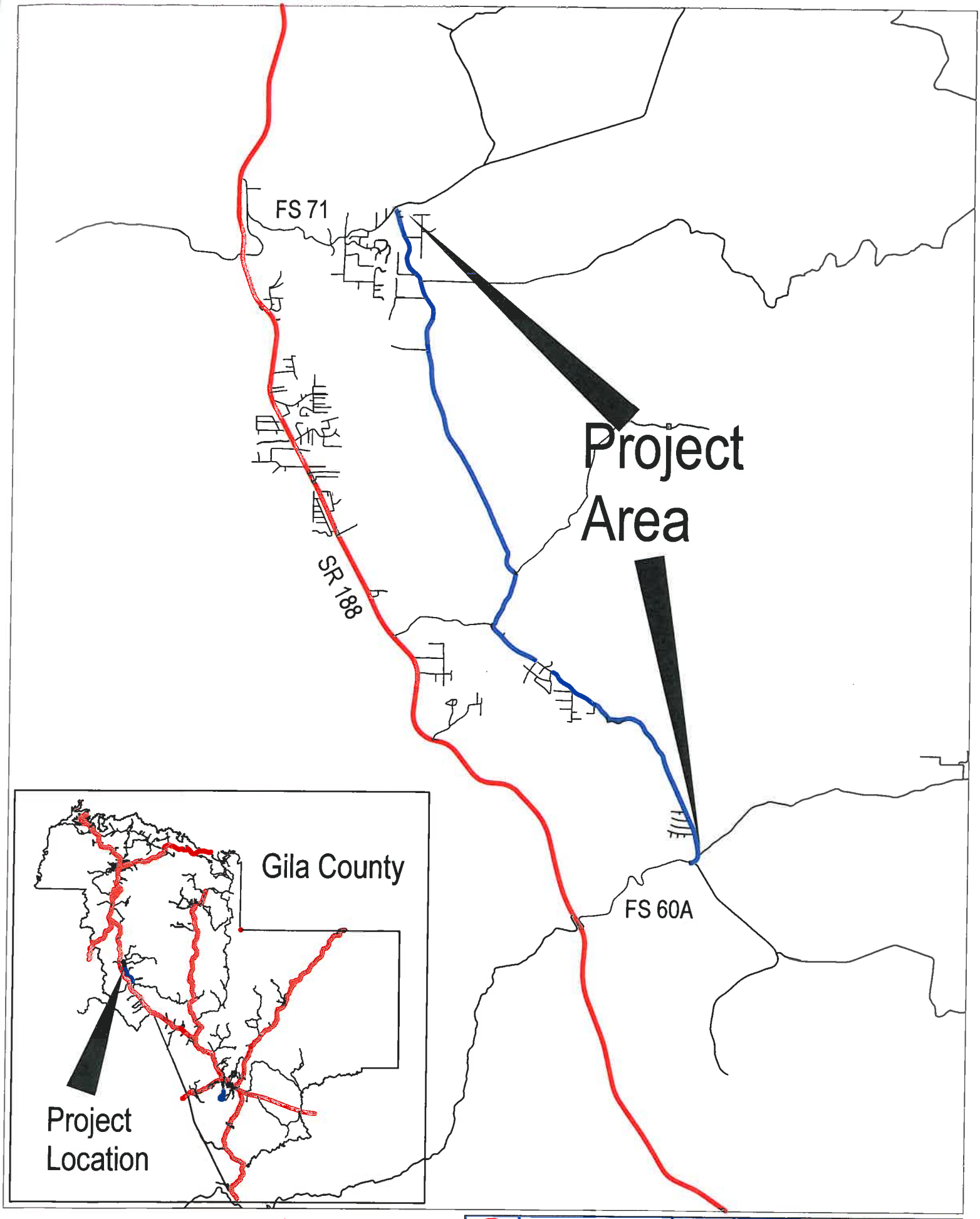
Exhibit B

DESCRIPTION OF WORK:

Under this project agreement Gila County shall:

1. Chip seal, consistent with industry standards, approximately 7.8 miles of Cline Boulevard (FR 423) at a cost not to exceed $283,825. Project limits are from the intersection of Greenback Road (FR 71) to the intersection of A-Cross Road (FR 60) Project will consist of a double chip seal over unpaved portions of FR 423.

Project work is expected to begin in 2012 after the agreement is fully executed. Specific start dates are dependant on weather and contractor availability.



N

0 0.5 mi 1 mi

SCALE: 1"=1mile

Gila County
Public Works

Gila County
Double Chip Seal FS 423 – Cline Blvd
FS 71 to FS 60A

1 of 1

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-1248 **Regular Agenda Item 4- E**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For:	Don McDaniel Jr., County Manager	Submitted By:	Valrie Bejarano, Contracts Support Specialist, Finance Department
Department:	County Manager		
Fiscal Year:	FY 12-13	Budgeted?:	Yes
Contract Dates Begin & End:	5-22-12 to 7-31-12	Grant?:	No
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Don McDaniel		

Information

Request/Subject

Approval of an Intergovernmental Agreement-Economic Development Grant for the Town of Miami for the Community Pool Project

Background Information

The community pool located in downtown Miami needs miscellaneous repairs performed in order to make it safe for public use and pool employees. The Town of Miami has started a project in order to make the pool safe, but the town lacks funds to complete some of the necessary repairs.

Pursuant to A.R.S. §11-254 the Gila County Board of Supervisors desires to provide funding in the form of an Economic Development Grant for $3,200.00 to the Town of Miami Community Pool Project to further the economic development within the County. The pool is operated and maintained within the boundaries of the County and is for the benefit of the public.

Evaluation

The Intergovernmental Agreement-Economic Development Grant between Gila County and the Town of Miami will provide funding for the construction material costs for the shade structures located at the pool. The structures are currently either non-existent or in need of replacement due to structural issues that make them unsafe to the public and pool employees.

Conclusion

The Town of Miami must use the Economic Development Grant funds for pool repair only and the shade structure repair must be completed by July 31, 2012. The Town agrees to return to the County all funds not used by August 31, 2012, to pay for material costs associated with the pool shade structure.

Recommendation

The staff recommends that the County approve the IGA-Economic Development Grant with the Town of Miami in an amount not to exceed $3,200 for use in the construction of the Miami Community Pool Project.

Suggested Motion

Approval of an Intergovernmental Agreement-Economic Development Grant between Gila County and the Town of Miami whereby the County will disburse up to $3,200 to the Town of Miami for use in the construction and repair of the Miami Community Pool Project. **(Don McDaniel)**

Attachments

Town of Miami IGA - Pool Project

Legal Explanation

INTERGOVERNMENTAL AGREEMENT
FOR ECONOMIC DEVELOPMENT GRANT
BETWEEN
GILA COUNTY
AND
TOWN OF MIAMI

THIS AGREEMENT is made and entered into effective the _____ day of _____, 2012, by and between ***Gila County***, an Arizona Municipal Corporation, hereinafter referred to as ***"County"*** and the ***Town of Miami***, an Arizona Municipal Corporation, hereinafter referred to as ***"Town"***, for use in construction of the Miami Community Pool.

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Miami Community Pool project hereinafter referred to as "Pool", in order to further the completion of the pool repairs and further the economic development within Gila County. The Gila County Board of Supervisors finds that the Pool is operated and maintained within the boundaries of the County and is for the benefit of the public.

SCOPE

It is the intent of the County to provide up to $3,200.00 in an Economic Development Grant to the Town pursuant to A.R.S. §11-254, to cover the construction material costs for the shade structures located at the Pool. The structures are currently either non-existent or in need of replacement due to structural issues that make them unsafe to the public and employees.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Gila County Board of Supervisors will contribute the sum of $3,200.00 for the Economic Development Grant for the Pool.

2. The Town agrees that the Economic Development Grant shall only be used for the construction material costs for shade structures.

3. The Town shall submit to the County receipts verifying the use of Economic Development Grant funds. Such costs will not include payment of wages or salaries of Town employees, Town construction equipment, or fuel for Town vehicles.

4. The Town agrees to use the grant funds by July 31, 2012. The Town agrees to return to the County all grant funds not used by August 31, 2012, to pay for material costs associated with the Pool shade structures.

5. The Town agrees to provide the County with an expenditure accounting of the $3,200.00 as of July 31, 2012, for the County fiscal year end of August 31, 2012.

6. The Town agrees to indemnify, defend and hold harmless the County in any and all suits, actions, causes, or other claims against the County as the result of the Town's use of the Economic Development Grant funds.

7. If at any time of the Agreement, or within twenty-four (24) months thereafter, the Town should receive a claim of any nature in which a person or persons allege a violation of the law or alleged injuries or damages as a result of the Pool, the Town shall immediately notify the County Manager and the Town Clerk and provide all information requested concerning said claim.

8. The Town and County agree that the County will acquire no title or other property interest in the Pool or any of its buildings or equipment and that the Town will be solely responsible for the Pool.

9. The Town agrees to credit County's Economic Development Grant funding at the Pool and in all Town literature advertising the Pool.

10. The Town and County agree that both parties have established budgets sufficient to allow them to complete their responsibilities under this Intergovernmental Agreement and that the Intergovernmental Agreement will expire after both parties have complied with their obligations under the agreement.

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

IN WITNESS WHEREOF, the parties herein have set their hands and seals this _____ day of _____, 2012.

GILA COUNTY

_____

Tommie C. Martin, Chairman, Board of Supervisors

TOWN OF MIAMI

Rosemary Castaneda

Rosemary Castaneda, Mayor

ATTEST

_____

Marian Sheppard, Chief Deputy Clerk of the Board

ATTEST

Karen Norris

Karen Norris, Town Clerk

APPROVED AS TO FORM

_____

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

APPROVED AS TO FORM

Phyllis Smiley

Town Attorneys
Curtis, Goodwin, Sullivan, Udall, & Schwab, PLC
By: Phyllis L.N. Smiley

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:

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ARF-1240 **Consent Agenda Item 5- A**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For:	Malissa Buzan, CAP/Housing Services Manager	Submitted By:	Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department:	Community Services Division	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	May 2012 - April 2013	Budgeted?:	Yes
Contract Dates Begin & End:	May 1, 2012 - April 30, 2013	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Presenter's Name:

Information

Request/Subject

Contract No. SRPWX05012012 With Arizona Community Action Association

Background Information

The Weatherization Assistance Program is a federal program that was established to help low-income families and individuals improve energy efficiency and lower energy costs, as well as assist with energy-related health and safety issues in the home.

In support of this program, Salt River Project (SRP) provides funding each year to the Arizona Community Action Association to assist in their efforts to improve energy efficiency for low-income homeowners. SRP funding can be used to help eligible households with energy-efficiency home improvements on top of federal funding. Improvements include: insulation, window shading, low-flow shower heads, faucet aerators, air conditioner duct seals, space heating and cooling system equipment maintenance and tune-up, evaporative cooler tune-ups or motor upgrades and Energy Star labeled compact fluorescent light bulbs.

Evaluation

ACAA promotes self-sufficiency by working with Community Action agencies statewide to provide a hand up, the tools needed to become self-sufficient.

Contract No. SRPWX05012012 provides funding in the amount of $7,000 to be used for weatherization services to eligible households residing in Gila County. Qualified homes must be served by SRP.

Conclusion

By the Board of Supervisors approving this contract, Gila County Weatherization program will continue to provide weatherization services to eligible citizens residing in Gila County.

Recommendation

The Community Action Program/Housing Services Manager recommends that the Board of Supervisors approve this contract.

Suggested Motion

Approval of Contract No. SRPWX05012012 between the Arizona Community Action Association and Gila County Community Action Program, a department of the Division of Community Services, to utilize funding provided by Salt River Project in the amount of $7,000 to be used for weatherization services to eligible households residing in Gila County for the period from May 1, 2012, through April 30, 2013.

Attachments

Contract No. SRPWX05012012

Legal Explanation

Arizona Community Action Association

CONTRACT NO. SRPWX05012012

Agreement between Arizona Community Action Association and Gila County Community Action Program, a Department of the Gila County Health and Community Services.

This Agreement for Low Income Weatherization Program Implementation (the "Agreement") is entered into by and between the Arizona Community Action Association, (ACAA) a 501(c)(3) non-profit social and human service association and between **Gila County Community Action Program, a Department of the Gila County Health and Community Services** ("Contractor"). Contractor and ACAA are individually referred to herein as "Party" and collectively referred to herein as "Parties".

RECITALS

The parties hereto desire to establish terms and conditions for the utilization of funds, to be contributed by Salt River Project (SRP) and managed by ACAA for a Low Income Weatherization Program (hereinafter referred to as the "Program"), in an amount up to **$7,000.00**. Funds are to be used for the weatherization of qualified residential housing units.

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

AGREEMENT

1. TERM/TERMINATION.

This Agreement is effective on **May 1, 2012** and terminates on **April 30, 2013**. Notwithstanding the foregoing, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

2. SCOPE OF SERVICES.

Contractor will provide the following services (collectively, the "Services"):

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

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

a) the individual resides in a Qualified Home;

b) the Qualified Home is served by SRP; and

c) the individual has a maximum gross household income of **200%** of the Federal poverty guideline as defined by the Arizona Department of Economic Security (DES), as adjusted by DES on a yearly basis every July 1st. (Income determination guidelines will be based on the countable income definition in the Contractors Weatherization Assistance Program guidelines.)

d.)Contractor will obtain verification of ownership of housing, appliance and/or system. The following documents will be acceptable forms of verification:

i.) Homeowner: Deed or property tax statement; and

ii.) Renter: Receipt of purchase for the specific appliance or notarized affidavit signed by the property owner confirming that the renter is owner of the specific appliance (with serial number noted) AND proof that the property owner is the-owner of the-rental-property (deed and/or property tax statement).

iii.) The Contractor will obtain the Client's prior written consent and approval for SRP to provide the Client's utility bill history information, including the historic usage of energy by kilowatt hours or therms, to the Contractor

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

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

b) a rental property, provided that the renters provide the Contractor with the property owner's written permission for the property to receive Weatherization Services, and the property owner agrees in writing to not increase the rent for 12 months after completion of the Weatherization Services. A copy of the owner's consent and written agreement must be provided to Contractor prior to performing the Weatherization Services. For rental properties, structurally attached appliances or systems (eg., evaporative cooler, water lines) are not eligible for the Program. Such appliances or systems are the responsibility of the property owner.

c) Upon review and approval by SRP, Contractor may engage in special projects that the Contractor believes will provide benefits to SRP customers and the community.

Special projects may include application of weatherization services to multi-unit housing structures, collaboration with previously weatherized or rehabilitated housing projects or other innovative programming. **Special project requests will be made by the Contractor to ACAA who will seek final approval from SRP**

B. All Weatherization Services will be implemented by the Contractor in accordance with the Weatherization (WAP) rules as administered by the Governor's Office of Energy Policy (the "Energy Office") with the following exceptions:

1. Weatherization Services will be limited to those that conserve primarily electric energy;

2. General Repairs to membranes to stop roof leaks, repairs to or replacement of non-repairable window units, repairs to or replacement of non-repairable exterior doors, restoration or replacement of ceiling areas which cannot support ceiling insulation and restoration or replacement of floor areas over "crawl spaces" which are not structurally strong enough to remain part of a building "envelope" and other similar general repairs may be done as part of Weatherization Services, provided that the entire project per individual residence is cost effective and yields at least a 1.0 benefit to cost ratio using the WAP program manual.

C. Health and Safety Repairs are an eligible expense as long as the repairs are related and required to perform the weatherization and impact the client's health and safety. Health and Safety repairs will follow the Arizona Governor's Office of Energy Policy Weatherization Assistance Program requirements.

D. Repair/Replacement Services are an eligible expense as long as the repairs and/or replacements are related and required to perform the weatherization. Repair and replacement services will follow the Arizona Governor's Office of Energy Policy Weatherization Assistance Program requirements. This includes repairs or replacements of existing utility related electric appliances/systems. When repair costs would exceed replacement costs, or when an appliance would be inoperable or unsafe even with repairs, or when an appliance is of such a vintage that it is economical to replace with an energy efficient model in accordance with guidelines established by the Arizona Governor's Energy Office, then the item shall be replaced instead of repaired. Appliances eligible for Repair/Replacement expenditures are limited to air conditioners, heat pumps, evaporative coolers, refrigerators, and electric water heaters. The Allocation may not be used to provide for maintenance of these appliances/systems. Inspection of the repair or replacement after completion of the work is to be made by a Contractor representative.

E. Program Coordination: Where possible, the Contractor will leverage SRP funds with other appropriate funding to achieve maximum cost effectiveness and expand the scope of Weatherization Services to be performed on each Qualified Home.

F. Non-leveraged Program: The Contractor may provide services to clients when leveraging options are not available.

G. Program Implementation

1. The Contractor or designee will conduct the on-site energy audit and detailed inspection of the Qualified Home and appliances using current building science technologies, such as blower doors, duct blasters, flow hoods, infrared heat sensors; analysis of appliances using amp meters and refrigerant pressure gages, and will prepare a report that delineates any deficiencies (the "Assessment") and analyze cost effectiveness in accordance with the Arizona Governor's Office of Energy Policy Weatherization Assistance Program requirements.

2. The Contractor or designee will prioritize and provide the Weatherization Services for each Qualified Home based on cost effectiveness and will implement as many Weatherization Services on each Qualified Home. The maximum that may be spent per job may not exceed **$6,000.00**, not including Program Delivery Expenditures, subject to the overall cap of the Allocation.

H. Program Reporting

1. Arizona Governor's Office of Energy Policy (AGOEP) Energy Office (EO) Data Base.

The Contractor will enter all household weatherization services leveraged with funds provided by AGOEP/EO into the web-based weatherization database administered by the AGOEP/EO.

2. Non-leveraged program data. Services provided to Qualified Homes not leveraged with AGOEP/EO funds will be entered into the Contractor's data systems and submitted with invoices to ACAA on a monthly basis.

3. Completed Work. Only completed weatherization jobs and associated program delivery expenditures will be submitted with invoices to ACAA in monthly reports.

4. All Program activities and program expense reports will be submitted to ACAA on a monthly basis **and due no later than the 21st of the following month**. Reports entered into the AGOEP/EO database will be included in the monthly report to ACAA and will include the AGOEP/EO job number.

L. Documentation.

The following client documentation will be kept on file in the Client file at the Contractor's offices and will be available for review by ACAA.

1. Client application form with appropriate documentation attached.
2. Energy assistance program fuel information release form indicating the energy supplier is SRP.
3. Documentation required by Section 2.A.2 with respect to a Qualified Home.
4. Household Characteristics Form.
5. Pressure Diagnostic Report (where applicable).
6. Combustion Safety Report (where applicable).

M. Program Monitoring

1. ACAA will provide monitoring of Program activities related to client intake, eligibility record keeping and other related Program administrative activities
2. AGOEP/EO is responsible for providing technical audits and job site monitoring which may include; property audit for work to be done, work in progress, quality of work and end-of-job review.

3. COMPENSATION/TAXES.

Based on availability of SRP funds, ACAA will reimburse Contractor for authorized expenditures in an amount not to exceed **$7,000.00** for the Term of the contract. **The Contractor may use up to five percent (5%) of the allocation for Health and Safety and Repair/Replacements not to exceed $350.00.** All funds must be expended by the end of the term of this agreement. Any change in allocation of funds to the Contractor will be for the sole purpose of utilizing the funds to the best advantage of the low income customers and will be done in consultation with SRP.

1. The "Authorized Expenditures" consist of the following:

a) Weatherization Expenditures. Expenditures for the Contractor's direct costs of providing Weatherization Services, including:

(i) Preparation and performance of the Assessment;
(ii) analysis of appliances using amp meters and refrigerant pressure gages;
(iii) visual inspection of the property;
(iv) Contractor and labor;
(v) materials;
(vi) subcontract labor;
(vii) general repairs and

b) Expenditures for Health and Safety Services.

c) Expenditures for Repair/Replacement Services.

d) Program Delivery Expenditures. Reasonable out-of-pocket costs incurred by the Contractor to provide Weatherization Services, Health and Safety Services, and Repair/Replacement Services to Clients that would not be incurred if those Services were not provided, including: vehicle mileage; tools; employee related expenses such as social security, Medicare, etc.; equipment rental; cost allocated shares of office and management expenses; expenses for technical training of field technicians.

2. The following limitations apply to the distribution of the Allocation among the Authorized Expenditures:

a.) Weatherization, Health & Safety, Repair/Replacement Expenditure: A maximum of up to five percent (5%) of total allocation as indicated under Compensation/Taxes may be used for Health & Safety, Repair/Replacement services.
b.) The total expenditures per household may not exceed $6,000.
c.) Program Delivery Expenditures: maximum of 20% of the combined Weatherization Expenditures, Health and Safety Expenditures, and Repair/Replacement Expenditures. Program Delivery Expenditures are funded from the allocation and are not in addition to the Allocation.

3. ACAA will review the Program expenditures and will process the invoice and make payment to the Contractor within 30 days of receipt of the invoice from the Contractor. Weatherization expenditures for items that are not within the scope of this Agreement or not covered by a pre-approved waiver will be disallowed and the invoice will be returned to the Contractor with the specific items highlighted. The Contractor may resubmit the invoice with further explanation for review by ACAA. Allowable expenditures will be reimbursed, or they will be disallowed and ineligible for reimbursement.

4. The Contractor will send monthly invoices to:
Arizona Community Action Association
Executive Director or Energy Program Manager
2700 N 3rd Street, Suite 3040
Phoenix, AZ 85004

5. Each invoice shall include itemized expenditures by SRP Client account number broken into the following categories: Weatherization Expenditures and Program Delivery costs.

6. As between ACAA and the Contractor, the Contractor shall be responsible for any taxes that may be levied or imposed upon the transactions contemplated by this Agreement.

4. GENERAL TERMS AND CONDITIONS.

A. Warranties.

1. Contractor's Warranties. The Contractor warrants that the Services shall: (a) be performed and completed in a thorough, safe and workmanlike manner; (b) be free from defects in design, workmanship, and title; (c) otherwise conform to this Agreement; (d) be of the standard and quality generally recognized and accepted within its industry or profession throughout the United States; (e) be performed in compliance with all applicable laws, rules, regulations, codes, standards, ordinances and orders

of regulatory authorities having jurisdiction over the activities contemplated by this Agreement.

2. Disclaimer of Warranties by ACAA. ACAA is only providing funding to the Contractor to enable it to afford and provide the Services. ACAA is not involved in the selection or implementation of the Program. Accordingly, all warranties of any kind or nature are hereby disclaimed by ACAA whether statutory, express or implied, including, without limitation, the warranty of merchantability, fitness for purpose or arising from course of dealing or usage of trade. The total cumulative liability of ACAA for all claims of any kind arising from or relating to this Agreement, whether such claims are based on contract, warranty, tort (including negligence), strict liability, contribution or otherwise, shall not exceed the unpaid portion of the contract price.

B. Independent Contractor. The Parties will act as independent contractors and neither Party will act as agent for or partner of the other Party for any purpose whatsoever, and the employees of one will not be deemed employees of the other. Nothing in this Agreement will grant to either Party, the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.

C. Limitation of Liability. Neither Party, nor its respective officers, directors, employees, agents, advisors, representatives, affiliates, or successor or assigns shall be liable to the other Party for any indirect, consequential, special, punitive or exemplary damages for any actions resulting from or arising out of this Agreement, whether based on contract, tort (including, but not limited to, negligence), strict liability, professional liability, contribution, or otherwise, provided, however, that this limitation of liability shall not apply to the extent: (a) that ACAA is entitled to indemnification from the Contractor as a result of a third party action as set forth in Section 4.D, Indemnification, or (b) losses arise from a breach of Contractor's obligations of confidentiality under Section 4.F, Confidentiality and Advertising.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless ACAA and its officers, directors, employees, agents, advisers, representatives, and affiliates (collectively, an "ACAA Indemnitee") for, from and against any and all liabilities, losses, damages, fines, penalties, and costs and expenses of any kind or nature, whether or not covered by insurance, including reasonable attorneys' fees and expenses, that any ACAA Indemnitee may incur in connection with any claim, action, dispute, demand, or right of action, whether in law or in equity, of every kind and character arising out of, or resulting from (either directly or indirectly): (a) any bodily injury, including death, to any person, or any damage or destruction of any tangible property, to the extent caused by any willful, wanton or reckless misconduct or any negligent or intentional act or omission (including acts or

omissions resulting in strict liability) of Contractor, its officers, employees, agents (including, any contractors or subcontractors of the Contractor), and suppliers; or (b) any actual or alleged infringement, misuse, derogation, or violation of any third party intellectual property. If a third party asserts a claim against an ACAA Indemnitee, the ACAA Indemnitee will give written notice to the Contractor promptly after the ACAA Indemnitee has actual knowledge of any claim as to which indemnity may be sought. The failure to give notice of the claim as required by the preceding sentence will not relieve the Contractor of its indemnification obligations except to the extent that the Contractor is materially damaged as a result of such failure. The ACAA Indemnitee will permit the Contractor (at the expense of the Contractor) to assume the defense of any claim or any litigation resulting therefrom, provided that (a) the counsel for the Contractor who conducts the defense of such claim or litigation is reasonably satisfactory to the ACAA Indemnitee, and (b) the ACAA Indemnitee may participate in such defense at their own expense. If the ACAA Indemnitee determines in good faith that the conduct of the defense of any claim might adversely affect any ACAA Indemnittee's ability to conduct its business, or that the ACAA Indemnitee may have available to it one or more legal defenses that are different from, additional to, or inconsistent with those that may be available to the Contractor, the ACAA Indemnitee will have the right to participate in the defense of such action at the Contractor's expense. Neither the Contractor nor the ACAA Indemnitee may settle or compromise any claim without the prior written consent of the other party, which consent shall not be unreasonably withheld. The ACAA Indemnitee will have the right to defend any claim, at the Contractor's expense, if the Contractor does not undertake the defense of the claim. In any event, the Contractor and the ACAA Indemnitee will cooperate in the defense of any claim and the records of each will be available to the other with respect to such defense.

E. Insurance Coverages. The Contractor shall provide and maintain the following insurance coverages, using forms and insurers acceptable to ACAA, and require its contractors and subcontractors to carry the same coverages:

1. Workers' Compensation and Employer's Liability insurance covering obligations imposed by federal, state, and local statutes with jurisdiction over the Contractor's (and any of its contractor's or subcontractor's) employees;

2. Commercial General Liability insurance with a combined single limit of Two Million Dollars ($2,000,000) each occurrence for bodily injury and property damage. The policy shall cover bodily injury, property damage, personal injury, contractual liability, and products and completed operations;

3. Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of ONE Million Dollars ($1,000,000) each occurrence with respect to the Contractor's (and any of its contractor's or subcontractor's) vehicles, whether owned, hired, or non-

owned, assigned to or used in connection with performance of the Weatherization services; and

All required policies, with the exception of the Worker's Compensation and Professional Errors and Omissions insurance, shall name ACAA as an additional insured. The policies shall stipulate that the insurance shall be primary insurance and that any insurance carried by ACAA shall not be contributory insurance. The Contractor and its insurers providing the required coverages shall waive all rights of recovery against ACAA, and their directors, officers, employees, and agents. In the event the Contractor purchases insurance policies required by this Section that are not occurrence based policies, Contractor shall either (a) maintain claims made policies for at least 3 years following termination of this Agreement, or (b) obtain extended discovery periods for any claims made policies for at least 3 years following termination of this Agreement. Further, all policies required by this Section, except for Workers' Compensation and Professional Errors and Omissions Insurance, shall contain a severability of interest provision, and shall not contain any commutation clause or any other provision that limits third party actions over claims. Upon ACAA' request, the Contractor shall provide documentary evidence in a form and content acceptable to ACAA, confirming to its satisfaction that the required insurance coverages have been obtained and will remain in effect as required by this Section.

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

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

The Contractor agrees that any and all of the ACAA Confidential Information shall be maintained in confidence by the Contractor indefinitely. ACAA Confidential Information may not be disclosed by the Contractor to any person

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

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

G. Dispute Resolution/Attorneys Fees. If a dispute arises concerning this Agreement, a meeting of the Parties shall be held within 10 business days after either Party gives the other Party written notice of the dispute (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved Party's position and its proposal for resolution of the dispute. A representative of each Party who has authority to resolve the dispute shall be in attendance at all meetings. If the dispute is not resolved within 30 calendar days after the first meeting of the Parties, either Party is free to use any other available remedy, including litigation. The Dispute Notice and 30-day discussion period are conditions precedent to each Party's right to resort to any other method. A Party's failure to comply with this Section shall entitle the other Party to recover its costs and reasonable attorney's fees in any judicial proceedings that circumvent this dispute resolution provision. The prevailing Party in any proceedings instituted by either Party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses.

H. Severability. If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.

I. Disclaimer of Third Party Beneficiaries. There are no persons or entities other than those who are signatory to this Agreement that are intended to be benefited by the terms contained herein and except to the extent a person or entity is entitled to indemnification pursuant to Section 4.D, all third party beneficiaries are hereby disclaimed.

J. Survival. Termination of this Agreement shall not relieve either Party of any obligation under this Agreement which expressly or by implication survives termination of this Agreement, including its obligations under the following section headings: Insurance Coverages, Indemnification, Limitation of Liability, Warranties, Records and Auditing, Confidentiality and Advertising, Governing Law, Dispute Resolution/Attorney's Fees.

K. Entire Agreement. This Agreement contains the final and complete agreement between the Parties for performance of the Services specified herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to those Services, whether written or oral.

L. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona and of the United States without giving effect to the doctrine of conflict of laws. This Agreement shall be deemed made and entered into in Maricopa County, Arizona. Any suit to enforce this Agreement shall be instituted only in the Superior Court of Maricopa County, Arizona, or the Federal District Court for the District of Arizona, and such Courts shall have the exclusive jurisdiction.

M. Preservation of Rights. The Parties further agree that this Agreement shall not in any way be deemed a waiver, abrogation, impairment or amendment of any other agreement between the Contractor and ACAA, including but not limited to (i) lease(s) entered into by ACAA, either alone or as a co-tenant with others, and the Contractor, and (ii) federal grant(s) of rights-of-way issued to ACAA, either alone or as a co-tenant with others, by the United States. Except as expressly provided in this Agreement, this Agreement and the actions of the Parties contemplated under such Agreement are not intended, nor shall they be deemed, to constitute any waiver, consent or admission with respect to the existence or lack of regulatory, taxing, or adjudicatory authority or jurisdiction of the Contractor over ACAA.

N. Notices and Designated Representatives. All notices required to be given by this Agreement will be given in person, by certified United States Mail, postage prepaid, return receipt requested, electronic mail (confirmed by return receipt) or by telecopier (confirmed by the mailing of the original in the manner as above mentioned). All notices shall be deemed given when received. Notices shall be directed to the Parties as follows:

If to ACAA:
Arizona Community Action Agency
2700 N. Third Street, #3040
Phoenix, AZ 85004
Designated Representative:
Ms. Cynthia Zwick
Executive Director
Phone: (602) 604-0640
Fax: (602) 604-0644
E-mail: czwick@azcaa.org

If to Contractor:
Gila County Community Action Program
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501
Designated Representative
Malissa Buzan, Program Manager
Phone: (928) 402-8693
Fax: (928) 425-9468
Email: Mbuzan@co.gila.az.us

Notices shall be effective: (a) on the date delivered by personal delivery, facsimile, or electronic mail; (b) three (3) business days following the date deposited in the United States mail; or (c) the next business day following delivery to a reputable overnight delivery service. Notices and communications shall be delivered or mailed to the Parties' designated representatives named above. Designated representatives of either Party may be changed at any time upon providing the other Party prior written notice of such change.

O. Assignment. Neither Party will assign, transfer or otherwise dispose of its rights or obligations under this Agreement or any interest therein, without the other Party's prior written consent, which will not be unreasonably withheld or delayed.

P. Amendments and Modifications. This Agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents. No course of dealing or oral changes between the parties will be effective or legally binding as an amendment to this Agreement.

Q. Records and Auditing. Contractor shall maintain accurate and complete records relating to its performance of this Agreement, including accounting records in support of all billings to Company. These records shall be retained by Contractor and be reasonably available for Company's inspection and audit for 4 years after completion or termination of this Agreement.

R. Waiver. A Party's failure or delay in enforcing the terms and conditions of this Agreement or in insisting upon strict performance of any of the other Party's obligations shall not be interpreted as a waiver thereof. Waiver of any provision of this Agreement by either Party shall only be effective if in writing and shall not be interpreted as a waiver of any subsequent breach or failure under the same or any other provision of this Agreement. No conduct, statement, course of conduct course of dealing, oral expression, or other action shall be construed as a waiver.

S. Waiver of Jury Trial. THE PARTIES WAIVE TRIAL BY JURY AND AGREE THAT ANY ACTION TO ENFORCE THIS AGREEMENT SHALL BE TO THE JUDGE WITHOUT A JURY.

T. Legal Arizona Workers Act Compliance

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

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

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

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

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

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

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

All documents referred to in this Agreement are made a part hereof as though fully set forth herein. EXECUTED as of the latest date below ("Effective Date").

CONTRACTOR
Gila County Board of Supervisors
Tommie C. Martin

Chair, Gila County Board of Supervisors

Date

Arizona Community Action Association,
an Arizona nonprofit corporation

Executive Director

4.10.12
Date

Approved as to Form:

Chief Deputy County Attorney
Bryan B. Chambers

Date

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

Address:
2700 N. 3rd Street, Suite 3040
Phoenix, Arizona 85004
Phone: (602) 604-0640
Fax No. (602) 604-0644
Email: czwick@azcaa.org

GILA COUNTY ATTORNEY

Daisy Flores

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-1239 **Consent Agenda Item 5- B**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For:	Malissa Buzan, CAP/Housing Services Manager	Submitted By:	Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department:	Community Services Division	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	July 2011 - June 2012	Budgeted?:	Yes
Contract Dates Begin & End:	Upon signatures by both parties through 6/30/2012	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Presenter's Name:

Information

Request/Subject

Amendment No. 1 to Contract No. SW-ESA-12-2182-02 Governor's Office of Energy Policy

Background Information

For the past 10 years, the Gila County Division of Community Services, Weatherization Program, has applied for and received low-income weatherization dollars to serve the low-income population of Gila County. The Weatherization Program is the designated agency that provides weatherization services through the State of Arizona, Governor's Office of Energy Policy.

The purpose of the Weatherization Assistance Program is to install energy-efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. The recipients of this program also benefit by using less utilities, therefore,saving money on their utility bills.

Contract No. SW-ESA_12-2182-02 was signed by Supervisor Tommie C. Martin on 10/3/2011.

Evaluation

Amendment No. 1 to Contract No. SW-ESA-12-2182-02 between the Governor's Office of Energy Policy and the Gila County Weatherization Program amends the funding amount from $28,434 to $33,474, an increase of $5,040.

Conclusion

By the Board of Supervisors approving this Amendment, Gila County Weatherization Program will receive additional funding to continue to provide weatherization services to eligible citizens residing in Gila County.

Recommendation

The Community Action Program/Housing Services Manager recommends that the Board of Supervisors approve this amendment.

Suggested Motion

Approval of Amendment No. 1 to Contract No. SW-ESA-12-2182-02 between the Governor's Office of Energy Policy and Gila County (Division of Community Services, Weatherization Program) amending the amount of funding from $28,434 to $33,474 to continue to provide weatherization services to eligible citizens residing in Gila County, effective upon signature of both parties and continuing through June 30, 2012.

Attachments

Amendment No. 1 to Contract SW-ESA-12-2182-02

Weatherization OEP Contract No. SW-ESA-12-2182-02

Legal Explanation

Contract Amendment

Contractor Name and Address:

GILA COUNTY
5515 South Apache Avenue, Suite 200
Globe, AZ 85501

Contract No.: **SW-ESA-12-2182-02**

Amendment No.: **1**

Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, Arizona 85007

This contract is amended as follows:

1. Page 2, **Paragraph IV**, CONTRACT BUDGET, is deleted in its entirety and replaced with the following:

CONTRACT BUDGET

A. The total SWG budget for this AGREEMENT shall not exceed **$33,474.00.**

B. Contractor agrees that it will use the funds solely and strictly for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A, incorporated by reference.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

THE CONTRACTOR ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT	THE ABOVE REFERENCED AMENDMENT IS HEREBY EXECUTED ON BEHALF OF THE GOVERNOR'S OFFICE OF ENERGY POLICY BY:
	Leisa B. Brug 4/25/12
SIGNATURE DATE	SIGNATURE DATE
TOMMIE C. MARTIN CHAIRMAN, GILA COUNTY BOARD OF SUPERVISORS	LEISA B. BRUG, DIRECTOR Or Authorized Signatory
Chief Deputy County Attorney DATE Bryan B. Chambers	

Exhibit A - Budget	
GILA COUNTY	
SWG Weatherization Program Budget	
OEP Contract Number SW-ESA-12-2182-02	**SWG TOTAL AMENDED BUDGET**
Contract to 6-30-2012	
1. Administration Costs	$3,347.40
2. Program Operations	$22,594.95
3. Health and Safety	$7,531.65
Budget Total	**$33,474.00**

WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT

BETWEEN

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

and

GILA COUNTY

THIS Weatherization Low-Income Assistance Contractual Agreement ("AGREEMENT") is made, by and between the **State of Arizona, Governor's Office of Energy Policy ("OEP")**, located at 1700 West Washington, Suite 220, Phoenix, Arizona 85007, and **Gila County, Office of Community Services ("Contractor")**, located at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501.

WHEREAS, A.R.S. § 41-101.01 and Executive Order 2011-02 authorizes OEP to execute and administer contracts.

WHEREAS, A.R.S. §11-201 authorizes the Gila County Government to execute and administer contracts.

WHEREAS, OEP desires to engage the Contractor to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the Southwest Gas Corporation Low-Income Energy Conservation Program ("SWG") and passed through the OEP under the terms of the Memorandum of Understanding ("MOU") as amended, (Commerce Contract No. M082-07), effective July 1, 2007 for a period of (5) years until June 30, 2012.

In consideration of the representations and obligations hereunder, the OEP and Contractor agree as follows:

I. PURPOSE OF THE AGREEMENT

Contractor shall implement weatherization services under the terms of this AGREEMENT. The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

II. TERM OF CONTRACT

This AGREEMENT shall become effective upon signature by both parties and continue through June 30, 2012, unless terminated, cancelled or extended as otherwise provided herein. Pre-award cost expenses are allowable beginning July 1, 2011 if the pre-award expenses are submitted with the Contractor's first monthly reimbursement request pursuant to the requirements listed in Section V, subsection C.

III. CONTRACT TYPE

Cost Reimbursement Sub-Grant.

IV. CONTRACT BUDGET

A. The total SWG budget for this AGREEMENT shall not exceed **$28,434.00.**

B. Contractor agrees that it will use the funds solely and strictly for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A, incorporated by reference.

V. SCOPE OF WORK

A. GENERAL REQUIREMENTS

Contractor shall implement weatherization services under the terms of this AGREEMENT in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Contractor's service delivery area.

B. SPECIFIC REQUIREMENTS

The Contractor shall perform the services under this AGREEMENT, in accordance with the then existing edition of the Program Requirements, incorporated herein by reference. The current edition is attached to this AGREEMENT as Exhibit B. Program Requirements may change and the Contractor will be notified by the OEP. Contractor shall perform the services in accordance with the then existing edition of the Program Requirements immediately upon notification by OEP or actual/constructive notice by any other means.

C. METHOD OF PAYMENT

1. Program expenses for this AGREEMENT are allowable beginning the effective date of this AGREEMENT.

2. All reimbursement of travel expenses shall be paid in accordance with the Contractor's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy, and the prevailing Federal standard mileage rates.

3. The OEP shall provide to Contractor master templates for the Payment Request Form and the Financial Report Form to use in requesting SWG funds during the term of the AGREEMENT.

4. The Contractor shall submit to the OEP no later than the twelfth (12th) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.

5. Reimbursement
   a. Reimbursement requests shall be submitted to the OEP on a Payment Request Form a minimum of once a month for services performed and work completed to date. Include reporting month, dollar amount requested, original signature, and date. The *COMPLETED/SUBMITTED JOBS* check-box section of the

Payment Request Form must be marked with appropriate choice and if applicable, attach documentation:

- *Completed/Submitted Jobs listing attached* (Attach list)
- *Completed/Submitted Jobs listing sent via email to* ebillings@az.gov (Send list by email to Evelyn Billings)
- *No Completed/Submitted jobs this month* (No list is required)

b. Administration Line-item expense cannot be reimbursed unless Program Operations Expenses have been incurred. The total billed for the Administration Costs cannot exceed 10% of the total payment requested.

c. Reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization contractual requirements, the OEP will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

D. REPORTS

1. Weatherization Program Database Website

a) For each dwelling unit completed, the Contractor shall input in the database the client information, house occupant information, and data on House Characteristics, Combustion Safety, Diagnostics and Work Performed to the fullest extent possible.

b) No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.

2. List of Client Jobs

a) A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to ebillings@az.gov or attached as a separate document to the Payment Request Form. As applicable, the appropriate check-box must be marked on the Payment Request Form utilizing the following choices:

- *Completed/Submitted Job listing attached*
- *Completed/Submitted Job listing sent via email to* ebillings@az.gov

b) If there are no dwelling units completed and submitted as final on the website for a billing month, the following box on the Payment Request Form should be checked:

- *No Completed/Submitted jobs this month*

3. Financial Report Form

a) The Financial Report shall show per line item current expenditures of the reporting period, and cumulative expenditures to date.

4. Monthly Detailed Expense Financial Reports

a) Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.

5. Report Submittal Requirements

a) The Payment Request Form and Financial Report Form shall be mailed to the OEP no later than the twelfth (12th) working day of the month on or before 5:00 P.M. taking into consideration any State holiday.

b) Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.

c) Final reports shall be submitted no later than July 26, 2012.

E. **SUBMITTAL ADDRESS**

All Payment Request Forms and Report Forms must be directed to:

Governor's Office of Energy Policy
1700 W. Washington, Suite 220
Phoenix, Arizona 85007

F. **SERVICE TERRITORY**

Gila County, excluding tribal organizations.

VI. REGULATION REQUIREMENTS

A. As applicable, Contractor must follow conditions set forth by the U. S. Department of Energy, 10 C.F.R. pt. 440, and the OEP, in conjunction with the Arizona Department of Economic Security.

B. The cost per dwelling unit for labor, materials and program support expenditures shall not exceed $3,000.00 using SWG program funds.

C. All measures must be determined to be eligible as cost-effective as set forth by the Weatherization Assistance Program.

D. Total expenditures on Health and Safety and Durability measures are subject to budget limitations.

VII. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

A. Eligible Population and Certification of Eligibility

Contractor is responsible to follow the current Arizona Department of Economic Security ("DES") LIHEAP Policy Manual requirements for income level of 150% of Federal Poverty Guidelines as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.

B. Income Eligibility

1. Applicants are eligible whose income is 150% of the Federal Poverty Guidelines income

determined in accordance with criteria_established by the Office of the Secretary, U.S. Department of Health and Human Services.

2. Households including members who have received cash assistance payments under Temporary Assistance for Needy Families ("TANF") or Supplemental Security Income ('SSI"), are automatically eligible for Weatherization assistance.

C. Priority

Priority shall be given to identifying and providing weatherization assistance to the following households:

1. Elderly persons
2. Persons with disabilities
3. Families with children
4. High residential energy users and households with a high energy burden

VII. PROHIBITION AGAINST WEATHERIZATION SERVICES

Dwelling Units

1. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this AGREEMENT.
2. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this AGREEMENT.

IX. PRIOR WRITTEN APPROVAL REQUIREMENTS

Prior Written Approval from the OEP is required on the following:

1. All purchases of program vehicles or equipment over $4,999.
2. All purchase lease or lease-purchase of vehicles or equipment.
3. Weatherization training, program sessions, or workshops not sponsored by the OEP or DOE, and charged to Weatherization.
4. Adjustments to line items in the AGREEMENT budget.
5. Purchase of extended warranties for installed items on client homes.
6. Weatherization of all rental properties of four (4) or more units.
7. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
8. Specific references to written approval requirements listed in the latest edition of the Program Requirements, attached as Exhibit B.
9. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
10. Homes that have been weatherized after September 30, 1994 and reported to the OEP for contract credit.

X. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS

Contractors providing services as an agent the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this AGREEMENT.

XI. HISTORIC PRESERVATION:

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the OEP and the State Historic Preservation Officer ("SHPO") have developed a Statewide Programmatic Agreement ("PA"). As long as the contractor adheres to a scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at: http://www.azenergy.gov/HistoricPreservation.aspx. Additional information is also available at the U.S. Department of Energy website: http://www1.eere.energy.gov/wip/historic_preservation.html.

XII. INVENTORY

The Contractor shall maintain a current list of all non-expendable inventory equipment, with an individual cost of $500 and over, which has a useful life of more than a year, and is available for use in Weatherization. This list shall include:

1. Description of inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number, and agency's unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data - date and method of disposal

Contractor shall update the Program Equipment Inventory list at the end of the program year. Inventory list shall include any inventory acquisition, disposition, and condition changes during the program. Upon request by the OEP, a copy of the Contractor's Program Equipment Inventory list shall be provided.

XIII. PROPERTY

All inventories acquired by funds provided through the OEP AGREEMENT become program property. Title to inventory acquired and defined under the AGREEMENT may vest upon expiration of the contract provided all terms and conditions of the contract have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102, and 10 C.F.R. § 600.232(A) (1996).

The Contractor shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through an AGREEMENT with the OEP. Equipment and vehicles no longer required for program operation shall be reported to the OEP prior to disposition. When the AGREEMENT is terminated, the disposition of all inventory acquired with AGREEMENT funds shall be determined as follows:

A. The OEP may allow continued use of program inventory provided that a new AGREEMENT is executed and the inventory continues to be used as originally intended.

B. The OEP may sell inventory to the Contractor, at fair market value, if the Contractor wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the OEP.

C. The OEP may take possession of the inventory.

XIV. CLIENT FILE REQUIREMENTS

A. Separate File

A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this AGREEMENT. The client file shall be retained by the Contractor for a minimum of five years and be available for inspection by representatives of the OEP with reasonable advance notification.

B. Program Application Form

A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of program eligibility.

C. Fuel Information Release Form

A fuel information release form signed by the applicant to allow the Contractor or the OEP to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign fuel information release does not affect weatherization services available to applicants. If fuel information release is not signed by applicant, do not list utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.

D. Rental Properties

Rental properties may be weatherized under the terms of this AGREEMENT. **Prior written approval is required by the OEP for all rental properties of four (4) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

1. The owner of the rental property or the owner's agent shall agree in writing prior to performing the work, with a stipulation that the rental charge of said dwelling will not be increased for a minimum period of one year from the date of completion of Weatherization services as a consequence of the Weatherization investment.
2. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324 (A)(4). The Contractor must obtain written permission from the OEP prior to repairing or replacing any items in the rental property the landlord is required to maintain.

SPECIAL TERMS AND CONDITIONS

XV. SINGLE AUDIT:

In compliance with the Single Audit Act of 1984 (Pub L. No. 98-502, as amended by Pub. L. No. 104-156, which is codified at 31 U.S.C. 7501-7507), grant sub-recipients organizations expending $500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular A-133.

If your organization is subject to the annual audit requirements, then submit two copies of your organization's most recently completed audit in accordance with OMB Circular A-133 and the Management Letter, Findings and Questioned Costs to the OEP.

If your organization is not subject to OMB Circular A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs to the OEP.

If your organization does not have a recently completed audit, submit the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents to the OEP.

XVI. MONITORING REQUIREMENTS:

Contractor acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.

XVII. AUDIT TRAILS:

Contractor shall maintain proper audit trails for all reports related to this AGREEMENT. The OEP reserves the right to review all program records, including fiscal and programmatic records.

XVIII. FUND MANAGEMENT:

The Contractor must maintain funds received under this AGREEMENT in separate ledger accounts and cannot mix these funds with other sources. Contractor must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Contractor must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

Financial Management
Procurement
Personnel
Property
Travel

A system is adequate if it is: 1) ***written***; 2) ***consistently followed*** – it applies in all similar circumstances; and 3) ***consistently applied*** – it applies to all sources of funds. The OEP reserves the right to review all business systems policies.

XIX. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this AGREEMENT shall be used for the project(s) outlined in this AGREEMENT. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Contractor shall be for only the amount of dollars actually spent by the Contractor. For any funds received under this AGREEMENT for which the expenditure is disallowed by an audit exception by the OEP, the State or Federal government, the Contractor shall reimburse said funds directly to the OEP immediately, but not later than fifteen (15) business days, exclusive of state holidays.

XX. INDEMNIFICATION:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the Contractor shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this AGREEMENT, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

XXI. INSURANCE REQUIREMENTS

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

The insurance requirements herein are minimum requirements for this AGREEMENT and in no way limit the indemnity covenants contained in this AGREEMENT. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this AGREEMENT by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the OEP, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the AGREEMENT.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual

liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this AGREEMENT.

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

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Worker's Compensation	Statutory
Employer's Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH CONTRACTOR or subcontractor exempt under A.R.S. §23-901, AND when such CONTRACTOR or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this AGREEMENT is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this AGREEMENT; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this AGREEMENT is completed.
b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this AGREEMENT.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this AGREEMENT.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this AGREEMENT.

C. NOTICE OF CANCELLATION

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this AGREEMENT in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Each insurance policy required by the insurance provisions of this AGREEMENT shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits. Such notice shall be sent directly to The Governor's Office of Energy Policy, Evelyn Billings, Grants Administrator 1700 West Washington, Suite 220, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this AGREEMENT shall be sent directly to Evelyn Billings, Grants Administrator, the Governor's Office of Energy Policy, 1700 W. Washington, Suite 220, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this AGREEMENT at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

F. SUBCONTRACTORS

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

G. APPROVAL

Any modification or variation from the insurance requirements in this AGREEMENT shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal AGREEMENT amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XXI. POLLUTION OCCURRENCE INSURANCE

If working with pollutants or any remediation exposures are part of the project then Pollution Occurrence Insurance ("POI") shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors do NOT obtain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do

remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding mechanism.

XXIII. AMENDMENTS OR MODIFICATIONS

A. This AGREEMENT may be modified only through a written Amendment within the scope of the AGREEMENT, except as provided in (B) and (C) of this section. Changes to the AGREEMENT, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OEP in writing or made unilaterally by the Contractor are violations of the AGREEMENT and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this AGREEMENT based on those changes.

B. Either party shall give written notice to the other party of the following alterations that do not require a written amendment:

1. Change of Address
2. Change of telephone number
3. Change in authorized signatory
4. Change in the name and/or related contact information of the person to whom notices are to be sent.

C. Without limit, Administration Costs and Health and Safety funds may be moved to Program Operations as long the Budget Total is not exceeded as listed in Exhibit A - Budget. Any change shall be made in consultation with and approved in writing by the OEP Weatherization Program Manager but shall not require a formal contract amendment.

XXIV. SUBCONTRACTORS

The Contractor understands and agrees that no subcontract that the Contractor enters into shall in any way relieve the Contractor of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this AGREEMENT, the Contractor is not an employee or agent of the OEP. In the event the Contractor elects to retain a subcontractor, the Contractor hereby agrees to hold harmless, indemnify and defend the OEP, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Contractor.

XXV. LOBBYING

The Contractor shall not pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this AGREEMENT.

XXVI. APPLICABLE LAW

All parties to this AGREEMENT shall comply with all applicable federal, state and local laws.

XXVII. LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

XXVIII. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. §35-154, every payment obligation of the State under the AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Contractor in support of this AGREEMENT.

Funds are not presently available for performance under this AGREEMENT beyond the current fiscal year. No legal liability on the part of the OEP for any payment may arise for performance under this AGREEMENT beyond the current fiscal year until funds are made available for performance of this AGREEMENT.

XXIX. ARBITRATION

In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this AGREEMENT through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

XXX. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

XXXI. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any AGREEMENT, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the AGREEMENT or any extension of the AGREEMENT is in effect, an employee or agent of any other party to the AGREEMENT in any capacity or a consultant to any other party of the AGREEMENT with respect to the subject matter of the AGREEMENT. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of cancellation unless the notice specifies a later time.

XXXII. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this AGREEMENT for a period of five years after completion of the AGREEMENT. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXIII. **SUSPENSION OR DEBARMENT CERTIFICATION:**

By signing the AGREEMENT, the Contractor certifies that the firm, business or person acting as a subcontractor submitting the bid or offer has not been debarred, suspended or otherwise lawfully been precluded from participating in any public procurement activity with any federal, state or local government. Signing the AGREEMENT without disclosing all pertinent information about a debarment or suspension shall result in rejection of the AGREEMENT or cancellation of the AGREEMENT. The OEP may exercise any other remedy available by law.

XXXIV. **TERMINATION:**

The OEP reserves the right to terminate the AGREEMENT at any time, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the AGREEMENT shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

XXXV. **NON-DISCRIMINATION**

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXVI. **THIRD PARTY ANTITRUST VIOLATIONS**

The Contractor assigns to the OEP any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this AGREEMENT.

XXXVII. **PROGRAM REVIEW AND SITE VISITS**

The OEP has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the OEP representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

XXXVIII. **RIGHTS IN DATA**

The OEP may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this AGREEMENT.

XXXIX. **HEALTH & SAFETY**

The nature of the work to be performed under this AGREEMENT is inherently hazardous. In performance of work under this AGREEMENT, the Contractor shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

XL. **OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES**

The Contractor or Subcontractor conducting activities to fulfill the requirements of the Weatherization Low-Income Assistance project must be in compliance with the requirements and shall operate with the guidelines set forth by OSHA (Pub. L. No. 91-596, which is codified at 29 U.S.C. 651-678).

XLI. **ENTIRE AGREEMENT**

This AGREEMENT, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire AGREEMENT between the parties and supersede all understandings, oral or written.

XLII. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the AGREEMENT. This provision applies to work performed by subcontractors at all tiers. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT. Contractor shall declare all anticipated offshore services to the OEP.

XLIII. **FEDERAL IMMIGRATION AND NATIONALITY ACT**

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the AGREEMENT. The State shall retain the right to perform random audits of the Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the AGREEMENT for default and suspension and/or debarment of the Contractor. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLIV. **E-VERIFY REQUIREMENT**

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. OEP retains the legal right to inspect the papers of any employee who works on the AGREEMENT to ensure that the contractor or subcontractor is complying with the warranty. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

Questions about E-Verify see website below:
http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD

XLV. SCRUTINIZED BUSINESSES

In accordance with A.R.S. §35-391 and A.R.S. §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLVI. ATTORNEY FEES

In any litigation arising out of this AGREEMENT, each party shall bear all of its own attorneys' fees in the case.

XLVII. NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:
Gila County
Office of Community Services
5515 South Apache Avenue, Suite 200
Globe, AZ 85501

Contractual/Financial Contact
Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact
Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

If to the OEP:
The Governor's Office of Energy Policy
1700 W. Washington, Suite 220
Phoenix, AZ 85007

Contractual/Financial Contact
Evelyn Billings
Grants Administrator
PHONE 602-771-1141
FAX 602-771-1203
EMAIL ebillings@az.gov

Program/Technical Contact
OEP Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the OEP and Contractor within ten (10) days of any change affecting this provision.

IN WITNESS WHEREFORE, the parties hereto have executed this AGREEMENT.

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

By _____ **Date:** 9/7/11
Leisa B. Brug
Director
Or Authorized Signatory

_____ **Date:** 9/8/11
Travis Price
Compliance, Finance & Procurement Manager
Office of the Governor

GILA COUNTY

_____ **Date:** 10/3/11
Board of Supervisors
Chairman

Tommie C. Martin
Printed name

Chief Deputy County Attorney

_____ 3 Oct 2011
Signature Date

Bryan B. Chambers
Printed name

Exhibit A - Budget	
GILA COUNTY	
SWG Weatherization Program Budget	
OEP Contract Number SW-ESA-12-2182-02	**SWG TOTAL BUDGET**
Contract to 6-30-2012	
1. Administration Costs	$2,843.00
2. Program Operations	$19,193.25
3. Health and Safety	$6,397.75
Budget Total	**$28,434.00**

EXHIBIT B

WEATHERIZATION

PROGRAM REQUIREMENTS

JULY 1, 2009
EDITION

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INSTALLATION MEASURES

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by the Governor's Office of Energy Policy(OEP).

ENERGY AUDIT PROCEDURE

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather record and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

- A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.
- The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.
- The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.
- A health and safety audit of the structures must be completed and the findings documented following the Reporting procedures.
- A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

COST EFFECTIVENESS PROCEDURE

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

- The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one.
- The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.
- The energy audit procedure must ensure that the overall SIR for the entire package of materials/measures, including the cost of incidental repairs, is greater or equal to one. Incidental repairs are only allowed if they are necessary to make the installation of weatherization materials effective.
- Funds spent to abate energy related health and safety hazards do not need to be included in the preceding requirements. Funds can be spent to eliminate health and safety hazards when the elimination of the hazard is necessary before or because of the installation of weatherization materials.
- Written authorization must be received from the OEP before the installation of measures/materials that do not meet the Cost Effectiveness or Health and Safety Requirements established by the WAP program.

To determine the cost effectiveness of weatherization materials/measures, the contractor must use a computer audit approved by the OEP or an appropriate priority list for homes that meet the criteria contained in the list.

CLIMATE ZONES
Arizona Climate Zones used for the Cost Effective Priority Lists can be found at http://www.azenergy.gov

FUEL SWITCHING
The Weatherization Assistance Program does not permit the general practice of fuel switching when replacing heating, cooling or water heating equipment. The changing or converting equipment using one fuel source to another will be considered on a limited case-by-case basis only.

Written authorization must be received from the OEP prior to changing or converting equipment using one fuel source to another.

COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING

CLIMATE ZONE 1

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 1 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Homes with Fossil Fuel Heating

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

Homes Electric Heating (Heat Pump or Electric Resistance)

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING

CLIMATE ZONE 2

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 2 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Homes with Refrigeration Cooling

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgrade with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

Homes with Evaporative Cooling

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100 or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING

CLIMATE ZONE 3

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 3 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Home with Fossil Fuel Heating

- Existing ceiling insulation of R-19or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

Homes Electric Heating (Heat Pump or Electric Resistance)

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING

CLIMATE ZONE 4

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 4 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Homes with Refrigeration Cooling

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

Homes with Evaporative Cooling

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Homes with Inoperable Forced Air Fossil Fuel Furnace

- Upgraded to a 90+ AFUE furnace.

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING

CLIMATE ZONE 5

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 5 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Homes with Fossil Fuel Heating

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Forced air furnace with a standing pilot light upgraded to a 90+ AFUE furnace.
- Water heater wrap (where allowed).

Homes with Electric Heating (Heat Pump or Electric Resistance)

- Existing ceiling insulation of R-19 or less upgraded to R-38.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR DETACHED HOUSING

CLIMATE ZONE 6

The priority list can be used to determine cost effective weatherization materials/measures for homes located in Climate Zone 6 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Homes with Refrigeration Cooling

- Existing ceiling insulation of R-19 or less upgraded to R-30.
- Un-insulated frame walls upgraded with blown insulation.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

Homes with Evaporative Cooling

- Existing ceiling insulation of R-11 or less upgraded to R-30.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

CLIMATE ZONE 1

The priority list can be use to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 1 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Priority list for Mobile Homes with Fossil Fuel Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $28 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Priority list for Mobile Homes with Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $32 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

CLIMATE ZONE 2

The priority list can be use to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 2 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Mobile Homes with Refrigeration Cooling

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Jalousie windows retrofit (installed cost of under $9 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $8 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Fossil Fuel Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Jalousie windows retrofit (installed cost of under $6 per square foot).
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

CLIMATE ZONE 3

The priority list can be use to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 3 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Mobile Homes with Refrigeration Cooling and Fossil Fuel Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $15 per square foot).
- Water heater wrap (where allowed).

Mobile Homes with Refrigeration Cooling and Electric Resistance Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $20 per square foot).
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $20 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling Only and Fossil Fuel Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $14 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

CLIMATE ZONE 4

The priority list can be use to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 4 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Mobile Homes with Refrigeration Cooling and Heat Pump or Fossil Fuel Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Jalousie windows retrofit (installed cost of under $9 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

Mobile Homes with Refrigeration Cooling and Electric Resistance Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER Heat Pump.
- Jalousie windows retrofit (installed cost of under $12 per square foot).
- Shade screens on all sun struck south, east and west windows and glass doors.
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $8 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Housing Type Three: Mobile Homes with Evaporative Cooling and Fossil Fuel Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $6 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

CLIMATE ZONE 5

The priority list can be use to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 5 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Mobile Homes with Refrigeration Cooling and Fossil Fuel

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $16 per square foot).
- Water heater wrap (where allowed).

Mobile Homes with Refrigeration Cooling and Electric Resistance Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $24 per square foot).
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $24 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Fossil Fuel

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $15 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

COST EFFECTIVENESS PRIORITY LIST FOR MOBILE HOMES

CLIMATE ZONE 6

The priority list can be use to determine cost effective weatherization materials/measures for mobile homes located in Climate Zone 6 (see Climate Zone map).

A computer audit is required if:

- There are potential cost-effective energy upgrades to the house that are not listed on the priority list or the General Waste Heat Items list.
- There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
- Energy related incidental repairs of more than $100 are included with the energy upgrades.

Mobile Homes with Refrigeration Cooling and Heat Pump or Fossil Fuel Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER unit.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Jalousie windows retrofit (installed cost of under $8 per square foot).
- Water heater wrap (where allowed).

Mobile Homes with Refrigeration Cooling and Electric Resistance Heating

- Reflective roof coating.
- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Air Conditioners twenty years old or older upgraded with a minimum 13 SEER heat pump.
- Shade screens on all sun struck south, east and west windows and glass doors.
- Jalousie windows retrofit (installed cost of under $10 per square foot).
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Heat Pump or Fossil Fuel Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $4 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

Mobile Homes with Evaporative Cooling and Electric Resistance Heating

- Pressure diagnostics and repair following the pressure diagnostic procedure established by the WAP program.
- Jalousie windows retrofit (installed cost of under $6 per square foot).
- Upgrade of evaporative cooler motor with higher efficiency two-speed motor.
- Water heater wrap (where allowed).

In cases where there are potential cost effective energy upgrades not listed, incidental repairs of more than $100, or sufficient funds are not available to complete **all** (energy, health and safety and energy related repairs) possible upgrades, a computerized audit must be completed to develop a ranking of the energy upgrades, based on their SIR. Only those measures with a SIR of one or greater can be completed. If sufficient funds are not available to complete all possible upgrades, those upgrades with the highest SIR must be completed first.

GENERAL WASTE HEAT ITEMS

ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

Domestic Hot Water

- Adjustment of the hot water temperature to 120 degrees if approved by the client.
- Replacement of existing showerhead, which exceeds a flow rate of 2.5 GPM, with a low-flow replacement showerhead if approved by the client.
- Faucet aerators

Space Heating and Cooling Systems

- Equipment maintenance and tune-up.
- Heating or Cooling System setback thermostat(s) for people with mobility problems or other extenuating circumstances, which make it difficult for them to manually adjust thermostat set points.

Existing Evaporative Coolers

- General evaporative cooler tune-ups.
- Replacement of a single speed evaporative cooler motor with a listed two-speed motor.

Base Load Items

- Replacement of incandescent light bulbs, which are on for at least one hour per day, with an ENERGY STAR qualified compact fluorescent bulbs that emit the same amount of light.
- Replacement of Refrigerators following the procedure established by the WAP program.

Door Replacement

- Door replacement can be completed on a limited basis.

DURABILITY MEASURES

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

PRESSURE DIAGNOSTIC PROCEDURE

The pressure diagnostic procedures are to be followed when performing air leakage diagnostics and repair. These procedures provide crews with immediate feedback on the effectiveness of air sealing work, insure that repairs will provide long-term energy benefit in a safe manner, and provide essential management information needed to monitor the cost effectiveness of the air sealing programs.
Pressure Diagnostic Decision Tree

The pressure diagnostic decision tree provides assistance to agency personnel in identifying the minimum level of pressure testing that needs to be performed to meet the Weatherization Program requirements. The decision tree is comprised of two levels of housing characteristics and corresponding test requirements. In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

Level One: Homes with Central Forced Air Heating or Cooling

- The **complete** pressure diagnostic process must be followed in all cases on homes with a central forced air heating or cooling system. (Evaporative cooling is not considered a forced air system in this case.)

Level Two: Homes with No Central Forced Air Heating or Cooling

- The use of pressure diagnostic process is **optional** in homes that do not have a central forced air heating or cooling system and that do not contain the characteristics listed below.

- **Possible cost effective envelope sealing:** Pressure diagnostics must be completed on homes where the cost of space heating and/or cooling provides possible cost effective envelope sealing opportunities.

- **Combustion appliance zone testing:** The Worst Case Pressure Test must be performed in all zones that contain a combustion appliance.

Testing Procedure

When performing pressure diagnostic, crews are required to use the following procedures **IN SEQUENCE.** If a test is not performed, documentation must be provided in all cases stating the rational for not following the testing procedure.

1. Initial air leakage and room pressure tests
2. Duct repair
3. Envelope air sealing
4. Room pressure balancing

1. Initial Air Leakage and Room Pressure Tests:

These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.

A. Perform a complete energy audit and combustion safety test of the house. **No pressure testing or air sealing can be done until the required combustion safety procedure is completed.**
B. Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of –3 Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of –3 Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed**, no air sealing or duct repair can be completed.
C. Perform zonal pressures and record the results.
D. Perform initial Whole House CFM50 Test and record the results.
E. Perform Pressure Pan Test and record initial pressure difference.
F. Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

2. Duct Repair Procedure:

A. Duct repair can only be performed under the supervision of a trained technician.
B. **In all cases, air sealing can only be performed in conjunction with pressure diagnostics.**
C. The Health and Safety Policy must be followed at all times.
D. Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).
D. After initial duct repair is performed, evaluate if additional duct repair is possible.
E. Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

3. Envelope Air Sealing Procedure:

A. All duct repairs must be completed before envelope air sealing.
B. Envelope air sealing can only be performed under the supervision of a trained technician.
C. **In all cases, air sealing can only be performed in conjunction with pressure diagnostics.**
D. The Health and Safety Policy must be followed at all times.
E. Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.
F. Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).
G .Once air sealing is completed, perform final Whole House CFM50 Test and record results.

4. Room Pressure Balancing:

A. All duct repair and air sealing must be completed before room pressure balancing.
B. Room pressure balancing can only be performed under the supervision of a trained technician.
C. **In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.**
D. The Health and Safety Policy must be followed at all times.
E. Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.
F. Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.
G. Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if addition pressure balancing is needed.
H. Once pressure balancing is completed, repeat room pressure tests and record results.

Economics
The cost effectiveness of pressure diagnostic and repair is to be based on a comparison of the present value of the reduced air leakage and the cost (labor and materials) to achieve the reduction. The values in the following tables are designed to provide general guidance on the present value of air leakage control.

Infiltration
The following table gives the present value of reducing the infiltration rate by 100 CFM50 for a typical weatherized home.

Present value of 100 CFM50 reduction	Climate Zone 1	Climate Zone 2	Climate Zone 3	Climate Zone 4	Climate Zone 5	Climate Zone 6
	$160	$40	$90	$40	$90	$40

Duct Leakage
The following table gives the present value of reducing duct leakage by 100 CFM50 for a typical weatherized home.

Present Value of 100 CFM reduction	Climate Zone 1	Climate Zone 2	Climate Zone 3	Climate Zone 4	Climate Zone 5	Climate Zone 6
Heating	$600	$90	$345	$95	$385	$50
Cooling*	$10	$450	$80	$300	$100	$570

*If a home has only evaporative cooling, only the heating values will be realized in duct repair.

COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES
The Combustion Safety procedure records data on combustion appliances in the house, possible health and safety issues with these appliances and the actions taken by the Weatherization program. Because combustion appliances can be the dominant factor in the health and safety of the occupants, it is imperative that the combustion safety procedures are followed in all cases.

Note: Gas/propane stoves cannot be replaced utilizing DOE funds.

Carbon Monoxide Tests
Ambient CO levels shall be monitored upon entering the combustion appliance zone and during the test period for all appliances. If ambient levels exceed 35 ppm at any time, turn off the appliance immediately and make appropriate repair recommendations according to the charts provided.

CO shall be measured of undiluted flue gases, in the throat or flue of the appliance using a digital gauge and measured in parts per million (ppm). Do not drill holes in flues for power vented or sealed combustion units. Instead, measure CO at the exterior outlet of the flue and proceed with appropriate actions according to the CO limits identified in the Combustion Safety Action Level table. For all combustion appliances, CO shall be measured at steady-state operating conditions. Measurements shall be taken of undiluted flue gases.

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe.
For gas ovens, CO shall be measured at steady state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

Spillage and Draft Tests
Spillage and draft tests must be completed for all natural and induced draft space heating systems and water heaters. Spillage and draft must first be tested under worst-case conditions (see procedure below) and then repeated for natural conditions if the appliance fails under worst-case.

When a chimney is shared by multiple appliances the appliance with the smallest Btu input rating shall be tested first and remaining appliances tested in order of increasing input rate.

Induced draft heating systems shall be checked for spillage at the base of the chimney liner or flue. If a chimney is shared between an induced draft heating system and a natural draft water heater, spillage shall be checked at the water heater draft diverter. Vent draft pressure shall be measured at steady-state operating conditions for all natural draft heating and hot water appliances. Draft test location should be approximately 1-2' downstream of the appliance draft diverter. The test hole must be sealed with an appropriate plug after the test. Acceptable draft test results are shown below:

Acceptable Draft Test Ranges

Outside Temperature (degree F)	Minimum Draft Pressure Standard (Pa)
<10	-2.5
10-90 (T. out ÷ 40)	– 2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

Acceptable Appliance Spillage Periods
Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

Gas Supply Safety
The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

Combustion Air
Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.
The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area times height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

Heat Exchanger Safety Checks
Tests for possible cracked heat exchanger must be performed on all systems possible.

HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY
The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

Repair/Replacement
Replacement of inoperable equipment is allowed under the following conditions.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

Replacement of the equipment is also justified if there is a high probability that the repaired equipment will fail again in the near term.

Sizing and Installing HVAC Equipment

- Minimum HVAC efficiencies:
  - AC: 13 SEER
  - Heat Pump: 13 SEER and 7.7 HSPF
  - Combustion furnace: 80% AFUE.
- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
  - Refrigerant charge shall be installed per the manufacturer's specifications.
  - Indoor and outdoor units shall be "matched" according to the ARI Directory.

Evaporative Cooler Installation
It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is allowed.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

Installation of Forced Air Distribution Systems

- All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines.
- All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the systems air handler capacity.
- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.

Repair of Existing Air Distribution Systems
All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

Duct Installation / Repair Techniques
A. Flex ducts

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.

- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

B. Duct board

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

C. Metal

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

D. Building Cavities Used as Returns

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.

- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.

- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.

- It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over ¼ inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

F. Wall Penetrations

(The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)

- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

Duct Product Guidelines

- All new ductwork will be a minimum of R-8.
- Duct sealing materials shall have both excellent cohesive and adhesive qualities.

- Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.
- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

INSULATION STANDARDS

Installation of Insulation

Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.

All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:

- Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.
- Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.
- Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.
- Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.
- Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.
- Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.
- Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
- Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.
- Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
- Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

RENEWABLES

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility.

Cost Effectiveness
Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

Product Guidelines

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statues (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

FINAL INSPECTION REQUIREMENTS
A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector not directly involved with the completion of the job.

The final inspection shall verify that the house characteristics reported are correct.

The inspection shall verify that all cost effective opportunities were completed.

The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.

The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.

The inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

HEALTH AND SAFETY PLAN

PURPOSE
To establish the policies and procedures under which health and safety concerns are addressed in the Weatherization Assistance Program (WAP).

GOAL
To ensure energy savings are the result of Weatherization Assistance Program actions while promoting a healthy and safe environment for clients and WAP workers and contractors.

SCOPE
Energy-related health and safety concerns need to be remedied before, or because of, the installation of weatherization materials. Therefore, energy-related health and safety hazards associated with weatherization activities may be remedied or prevented with DOE funds. Measures and their costs must be reasonable and must not seriously impair the primary energy conservation purpose of the program.

The Health and Safety Procedures are applicable to all activities under the WAP.

Total expenditures on Health and Safety are subject to budget limitations.

A. Grantee Health & Safety
OEP – WAP field monitors will follow all applicable health and safety rules with respect to the conduct of their on-site job visits including the use of face masks, hard hats, appropriate footwear, and such other applicable attire and equipment so as to minimize personal risks.

B. Crew and/or Contractor Health & Safety

Arizona sub-grantees and their contractors will comply with Occupational Safety and Health Administration (OSHA) requirements in all weatherization activities.

The costs for sub-grantees to comply with OSHA requirements (action items and measures that DOE funds and receives credit for) may be charged under health and safety, tools and equipment, incidental repairs, etc. The cost category selected will be charged consistently throughout the state (from agency to agency) for the same activity.

Because of the wide range of activities involved in weatherizing a house, ensuring crew health and safety requires a broad knowledge of the appropriate OSHA requirements. Some of these requirements include, but are not limited to: respirator protection, techniques for safely lifting heavy objects, electrical equipment safety, ladder safety, and general worker protection. OSHA standards should be consulted for further details.

Other useful information includes Material Safety Data Sheets (MSDS) that identify potential health risks and describe the proper use, handling, and storage of a wide variety of materials, including some common weatherization materials. MSDS also recommend personal protective equipment and address first aid measures.

C. Client Health and Safety

Weatherization services can be provided in a manner that minimizes risk to workers and clients. Although the Weatherization Assistance Program does not provide all the solutions, awareness of potential hazards is essential to providing quality services. A list of the more common hazards and DOE's preferred approach to them are discussed in Section D. Other energy-related hazards should be considered on a case-by-case basis

Grantees and sub-grantees are required to take all reasonable precautions against performing work on homes that will subject workers or clients to health and safety risks. If there is any doubt that weatherization work can be conducted in a manner that is safe for all parties concerned, the subgrantee must not proceed further.

Before beginning work on the residence, sub-grantees will take into consideration the health concerns of each occupant, the condition of the dwelling, and the possible effect of work to be performed on any particular health or medical condition of the occupants. When a person's health is fragile and/or the work activities would constitute a health or safety hazard, the occupants at risk will be required to leave the home during these work activities or the work will be suspended until such a time as it can be performed appropriately.

D. Potential Hazard Considerations

1. Biological

Removal of mold, odors, viruses, bacteria, unsanitary (including raw sewage) conditions, and rotting wood is not a Weatherization responsibility; however, subgrantee frequently encounter these conditions. DOE funds may be used if these conditions must be remedied to allow effective weatherization work and/or to assure the immediate or future health of workers and clients. OEP – WAP requires that its sub-grantees seek prior approval to proceed before attempting to weatherize such dwellings with *Biological* problems.

Arizona sub-grantees will exercise caution when selecting air tightness limits for dwellings with these problems. Since these conditions are often related to moisture, Arizona sub-grantees may use DOE health and safety funding to acquire moisture detection instruments. Sub-grantees should incorporate moisture detection into their initial energy audits. If necessary, weatherization services may need to be delayed until moisture problems can be corrected by other funding sources.

2. Combustion Appliances and Combustion Gases

The following policy must be strictly adhered to when completing Weatherization work. If any house fails these program safety standards and the problem cannot be remedied, the homeowner must be notified in writing and a copy placed in the client's file.

- Perform air sealing and duct repair **only** in conjunction with pressure diagnostics to ensure that sufficient ventilation and draft rates are maintained in the home.

- A UL listed carbon monoxide detector (Underwriters Laboratories 2034-98) shall be installed in all structures with an attached garage or a combustion appliance located in the conditioned space.

- Research and follow the local health and safety codes and standards dealing with residential ventilation requirements for occupants and combustion equipment.

- No air sealing (including duct repair) should be done if there is a high pollution source, such as a non-vent combustion heater, that can't be removed.

- No air sealing (including duct repair) should be done if there are existing health and safety problems in the home.

- No air sealing (including duct repair) should be done if there is Carbon Monoxide (CO) present in the flue gases higher than 100 PPM.

- No air sealing (including duct repair) should be done if there is a possible gas leak.

- No air sealing (including duct repair) should be done if CO is greater than 9 PPM in the living space.

- If CFM50 is less than 1500 CFM for the home or 300 CFM per person (whichever is greater), the homeowner must be advised of the tightness of the home. Any further air sealing (including duct repair) may require that an active ventilation strategy be employed.

- Under normal operating conditions, an air handler cannot create room pressures with a magnitude of - 3.0 Pascal's, or greater with reference to outside, anywhere in a combustion appliance zone.

- Corrective action must be completed before or in conjunction with air sealing (including duct repair) if a negative pressure of 3 Pascal's or greater exists or is produced by repair work in a combustion appliance zone.

- Flame change is an indication of a cracked heat exchanger - no air sealing (including duct repair) should be done until the problem is fixed.

- If spillage of flue gases occurs for more than one minute - no air sealing (including duct repair) should be done until the problem is fixed.

- If draft is low, it must be fixed before air sealing (including duct repair) is completed.

IF THE CONDITIONS DESCRIBED BELOW CONCERNING COMBUSTION AIR ARE NOT MET, <u>NO AIR SEALING</u> (INCLUDING DUCT REPAIR) SHOULD BE DONE:

- In homes of ordinary tightness insofar as infiltration is concerned, all or a portion of the air for fuel-burning appliances may be obtained from infiltration when the requirements for 50 cubic feet per 1000 Btu/hr input is met. Two openings are required and one shall be within 12 inches of the bottom of the space containing the combustion equipment. Openings shall allow space to communicate with the rest of the house. A minimum free area of one square inch per 1000 Btu per hour (or 100 square inches, which ever is greater) of the total input rating of all gas utilization equipment in the space, shall be provided.

- In all cases where combustion air is from inside the home, the homeowner must be made aware of this and sign the Health and Safety Waiver before any air sealing or duct repair is completed.

(**Note:** If this method is used, special attention must be given to zonal and draft pressures. In buildings of unusually tight construction, combustion air shall be obtained from outside.)

- In homes that receive combustion air from outside the conditioned space, two openings are required. One shall be within 12 inches of the top and one within 12 inches of the bottom of the space containing the combustion equipment. The openings shall communicate directly, or by ducts, with the outdoors or spaces (crawl or attic) that communicate with the outdoors.

- The following guidelines must be met when determining the minimum free area for combustion air openings:

- Openings directly communicating with the outdoors shall provide one square inch per 4000 Btu per hour of the total input of all gas utilization equipment in the space.

- Openings communicating to outdoors with vertical ducts shall provide one square inch per 4000 Btu per hour of the total input of all gas utilization equipment in the space.

- Opening communicating to outdoors with horizontal ducts shall provide one square inch per 2000 Btu per hour of the total input of all gas utilization equipment in the space.

(**NOTE:** If the free area is not known because of louvers or screens, double the required opening size. **IF THESE NFPA 54 NATIONAL FUEL GAS CODE REQUIREMENTS ON COMBUSTION AIR ARE NOT MET,** THEN NO AIR SEALING (INCLUDING DUCT REPAIR) SHOULD BE DONE UNTIL THESE CONDITIONS ARE MET.)

3. Fire Hazards
Combustion appliances and their associated venting systems can also present potential fire hazards. Sub-grantees that accept clients with wood stoves and fireplaces will have procedures to identify potentially dangerous creosote build-up in chimneys and wood stove flues.

It is the sub-grantee's responsibility to ensure that any work on wood stoves and fireplaces conforms with applicable codes in jurisdictions where the work is being performed.

4. Existing Occupant Health Problems
Sub-grantees will be sensitive to client health problems that might be exacerbated by weatherization activities.

Sub-grantees will establish procedures to identify pre-existing client conditions (e.g., allergies) and address such problems when they are found. Those procedures should address the manner in which such problems will be identified and the steps to be taken to ensure that weatherization work will not worsen these problems.

5. Indoor Air Quality (IAQ)

a. Asbestos
General asbestos removal is not approved as a DOE WAP health and safety weatherization cost.

Major asbestos problems should be referred to the Arizona Department of Environmental Quality or to the Environmental Protection Agency (EPA).

Where local agencies work on large heating and distribution systems, including related piping, asbestos removal may be necessary. Removal is allowed to the extent that energy savings resulting from the measure will provide a cost-effective savings-to-investment ratio. This would normally be true with work done on large, multifamily heating systems. Where permitted by code or EPA regulations, less costly measures that fall short of asbestos removal, such as encapsulation, may be used. Removal and replacement of asbestos siding for purposes of wall cavity insulation is permissible if allowed by state and local codes.

b. Radon
Where there is a previously identified radon problem, work that would exacerbate this problem should be limited. Radon abatement is not an allowable activity under the Weatherization program. However, those costs associated with taking precautions in a dwelling known to have radon problems are allowable weatherization expenditures. These costs are

allowable if an energy audit indicates that weatherization techniques would help in radon remediation. While sub-grantees should establish sound radon-related strategies, major radon problems should be referred to the appropriate local environmental organization or agency for mitigation or abatement.

c. Formaldehyde and Volatile Organic Compounds (VOCs)
Formaldehyde vapors may be slowly released by some new carpets, wafer-board, plywood, etc. Some household cleaning agents also emits VOCs. Caution should be taken when selecting air tightness limits in dwellings with VOC problems.

6. Lead Paint

Lead Safe Weatherization (LSW) must be applied to all pre-1978 housing unless the house meets EPA's Final Rule Exemptions.

Exemptions

1. **No Lead-Based Paint will be Disturbed.** LSW must be applied to all pre-1978 housing unless there is existing evidence that the home has been certified as being lead-free or below the lead threshold limit (e.g., for paint containing lead below the regulated level, 1.0 mg/cm2 or 0.5% by weight). One of the following methods must be used to determine the paint to be disturbed is not lead-based paint: -Written determination by certified lead inspector or risk assessor; *OR*
   -Proper use of EPA-recognized test kit provided agencies (*documenting manufacturer and model of test kit used, description and location of components tested, and test kit results)*
   Note: Beginning in 2010, tests must be performed by a Certified Renovator, per EPA final rule. Test kits are currently being evaluated but none have been approved to date – updates and approved kits will be posted athttp://www.epa.gov/lead/pubs/renovation.htm
   OR
   -A State-approved lead-based paint test protocol (e.g., XRF scans verifying absence of lead paint).

2. **Mobile Homes.** Often, interiors of mobile homes were not painted but rather, paneling was applied to the surfaces. Therefore, pre-1978 mobile homes that were not painted by the manufacturer, occupant, landlord, or past owner of the unit before 1978, may be exempt from LSW. However, Weatherization Programs must verify the areas receiving weatherization services have never been painted or were painted for the first time after 1978. If this is not verifiable, then LSW protocols must be followed. Painted exterior surfaces on pre-1978 units should not be drilled, scraped, sanded, or receive any other work that disturbs the paint.

3. **Exempt from training and work practice requirements <u>if owner signs written statement</u> that <u>all</u> apply:**
   a. No pregnant women resides there; and
   b. Not a child-occupied facility ("occupied" includes being the child's primary residence or a home that is visited regularly by the same child, under age 6, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours and the combined weekly visits last at least 6 hours, and the combined annual visits last at least 60 hours).

4. **Housing for the elderly or persons with disabilities** (unless any one or more children under age 6 resides or is expected to reside in such housing for the elderly or persons with disabilities).

5. **Any 0-bedroom dwelling.**

6. **Minor Repair or Maintenance Activities**: Activities that will disturb less than the following square feet of paint surfaces in 30 calendar days (counting all paint surface areas of a removed component):
   - 6 square feet per room for interior activities; or
   - 20 square feet for exterior activities.

But this exemption does *NOT* apply to the following:

- Window replacement.
- Demolition of painted surface areas.
  - Using any of the following:
- Open-flame burning or torching;
- Machines to remove paint through high-speed operation without HEPA exhaust control; or
- Operating a heat gun at temperatures at or above 1100 degrees Fahrenheit.

Testing for lead-based paint and lead-based paint residues
Testing for lead-based paint is not an allowable weatherization expense except, when it is related to the installation of energy efficiency measures. These expenditures must be within the limits set by the state in its Weatherization health and safety plan.

U.S. Department of Energy Minimum Standards for LSW

Safe Work Practices must be implemented to minimize exposure to hazards for residents and the workers, while allowing Weatherization to occur in a cost-effective manner and to not hinder production. The effort required will be based on the hazard, the work specifications, and customer health issues.

CHECK: Federal, state, and local regulations.

- OSHA has rules for worker safety.
- States and local communities may have rules for waste disposal.

To meet the LSW minimum standards, crews and contractors MUST follow the general principles of working in a lead-safe manner. Best practices for working in a lead-safe manner are available in the benchmark LSW procedures and curriculum and should be reviewed and consistently enforced on LSW jobs.

A. Requirements

Client Protection and Notification
For occupied homes, the Weatherization staff, crew, or contractor must have an adult tenant or homeowner sign an acknowledgement after receiving the pamphlet. The pamphlet can also be sent by certified mail with receipt to be placed in the customer file.

In multi-unit housing, the agency must:

- Provide written notice to each affected unit (notice must describe: general nature and locations of the planned renovation activities; the expected starting and ending dates; statement of how occupant can get pamphlet at no charge); or
- Post informational signs (signs must describe general nature and locations of the renovation and the anticipated completion date) and post the EPA pamphlet. (If pamphlet is not posted then agencies are required to provide information on how interested occupants can review a copy of the pamphlet or obtain a copy at no cost from the Weatherization Program).
- Delivery to owner/occupant. Owner's and/or occupant's signature with acknowledgment or certificate of mailing. The owner/occupant must acknowledge receipt of the EPA pamphlet prior to start of renovation that contains the address of unit undergoing renovation, name and signature of owner or occupant, and the date of signature. It must be in same language as "contract for renovation" for an owner-occupied (or the same language as the lease for occupant of non-owner occupied) target housing.

If the Weatherization Program cannot get a signed acknowledgment (either the occupant is not home or refuses to sign the form), then the self-certification section of the form must be signed to prove delivery.

The acknowledgement form must be filed and remain with the client file for three years from date of signature. In addition to providing a copy of the pamphlet to owners and occupants, designated local agency staff (e.g., intake specialist, auditor, crew chief) must discuss the hazards associated with lead-based paint and lead dust, and describe how they will conduct LSW in the home.

Weatherization Worker Protection

LSW includes these procedures and safety precautions:

- Wear personal protective gear specifically suited for the particular LSW measure. Use the National Institute for Occupational Safety and Health (NIOSH) approved respirators (at least ½ face) with HEPA filters.
- Use disposable overalls (with hood or a disposable painter's cap), gloves (cloth, plastic, or rubber as appropriate), goggles, and disposable shoe/boot covers.
- Keep dust to a minimum and properly contain dust and paint chips to the work area.
- Clean up area during and after work.
- During Weatherization, wash your hands and face frequently, particularly when leaving the work area and especially before leaving the area for the purpose of eating, drinking, or smoking.
- Before leaving a confined work area, remove your protective clothing and protective shoe/boot covers to avoid exposing others.
- Before leaving a confined work area, and before returning tools and equipment to vehicles, clean all tools to avoid exposing others and creating a lead-hazard to the next Weatherization job.
- Get annual medical exams to check blood lead levels. Do non-lead-related work if your blood lead level gets too high.
- Inform your employer if you develop signs of lead poisoning.

B. General LSW Work Practice Standards

- Crews and contractors must take steps to protect occupants from lead-based paint hazards while the work is in-progress using appropriate containment strategies.
- Occupants, especially young children or pregnant women, may not enter the work site. Occupants are allowed to return only after the work is done and the home has passed a visual inspection.
- Occupants' belongings must be protected from lead contamination. This can be done by removing them from the work area or covering them in protective bags and sealing it to prevent dust from getting on the items.
- The work site must be set up to prevent the spread of leaded dust and debris.
- Warning signs must be posted at entrances to the worksite when occupants are present; at the main and secondary entrances to the building; and at exterior work sites. The signs must be readable from 20 feet from the edge of the worksite. Signs should be in the occupants' primary language, when practical.
- The work area must be contained. If containment can not be achieved with occupants in the unit (e.g., work will take several days and involves the kitchen, bathrooms, or bedrooms that can not be sealed off from use), occupants must move out of the unit or the work must be deferred until containment can be achieved.
- Ensure containment does not interfere with occupant and worker egress in an emergency.

Prohibited Work Activities

- NEVER - use reusable cloth or fabric, such as a painter's drop cloth, as protective containment sheeting. Polyethylene and in some cases when working on the exterior garden fabric are the only acceptable protective containment sheeting and must never be reused.
- NEVER - use brooms and shop vacuums for cleanup. Wet cleaning and HEPA vacuums are the only acceptable methods for cleanup.
- NEVER – use a conventional shop vacuum with HEPA filters – only HEPA-designed vacuums are acceptable for LSW.
- NEVER - turn leaded paint into leaded dust by dry scraping or sanding (unless needed around electrical outlets) or grinding, abrasive blasting or planning.
- NEVER - use an open-flame torch or heat gun (above 1100°F) to remove paint or window glazing. Open flame/high heat methods to remove paint create fumes that are dangerous for workers to breathe. Small lead particles created by burning and heating also settle on surrounding surfaces and are very hard to clean up.
- NEVER - allow residents and pets access to the work area while work is underway.
- NEVER - open windows and doors allowing lead dust to float into other parts of the building or outside.
- NEVER - allow furniture and other objects to remain in the Weatherization work area while Weatherization work is being performed unless they are covered and sealed in polyethylene sheeting or bags.

C. Containment

Containment is anything that stops any dust or debris from spreading beyond the work area to non-work areas. The level of containment must be determined by the auditor/inspector or supervisor before work is assigned to a crew or contractor. To comply with EPA's LRRPP Rule requirements, **a Certified Renovator will be required at the jobsite to assess and set up the containment site.**

Every home and every specific Weatherization measure is unique, therefore the level of containment required will be based on the hazards present, the age of the home, the scope of work activities, and any customer health issues. Although Weatherization jobs require individual assessments, LSW work generally falls into two levels of containment and the related standards are outlined below.

Level 1 Containment

Level 1 containment is required in pre-1978 homes when ***less than*** 6 ft^2 of interior painted surface per room or 20 ft^2 of exterior painted surface will be disturbed.

Level 1 containment consists of methods that prevent dust generation and contains all debris generated during the work process. The containment establishes the work area which must be kept secure.

Measures that *may* fall within this guideline include:

- Installing or replacing a thermostat
- Drilling and patching test holes
- Replacing HEPA filters and cleaning HEPA vacuums
- Changing Furnace Filter
- Removing caulk or window putty (interior)
- Removing caulk or window putty (exterior)
- Removing weather-stripping

Level 2 Containment

Level 2 containment is required when Weatherization activities will disturb ***more than*** 6 ft^2 of interior surface per room or 20 ft^2 of exterior surfaces in homes built prior to 1978. Level 2 containment consists of methods that define a work area that will not allow any dust or debris from work area to spread. Level 2 containment requires the covering of all horizontal surfaces, constructing barrier walls, sealing doorways, covering HVAC registers with approved materials, and closing windows to prevent the spread of dust and debris.

Measures requiring level 2 containment *may* include:

- Drilling holes in interior walls
- Drilling holes in exterior walls, removing painted siding
- Cutting attic access into ceiling or knee walls
- Planing a door in place
- Replacing door jambs and thresholds
- Replacing windows or doors
- Furnace replacements

Additionally, Level 2 containment must ***ALWAYS*** be used where any of the following is conducted (even if the activities will disturb less than the hazard de minimis levels within the Level 1 category):

- Window replacement
- Demolition of painted surface areas
- Using any of the following:
    - Open-flame burning or torching;
    - Machines to remove paint through high-speed operation without HEPA exhaust control; or
    - Operating a heat gun at temperatures at or above 1100 degrees Fahrenheit.

D. Proper LSW Clean-Up and Debris Disposal

Following the containment standards in the previous section will minimize the level of effort required to properly clean up the job site. All dust, dirt, material scraps, containers, wrappers, and work related debris must be removed from the customer's home. A HEPA vacuum should be used to clean up the work areas. Further cleaning may be necessary based on the hazard.

At the conclusion of the job, once all workers have "cleaned" the work areas thoroughly, Weatherization workers must adhere to the following:

Safe and Secure Disposal

- Bag and gooseneck-seal all waste in 6-mil plastic bags
- Safely dispose of all waste in accordance with federal, state, and local regulations

Visual Inspection Verification

Checking the quality of worksite cleanliness is a two-phase process:

- Phase 1: Worker visual inspection during the cleaning process; look for any visible paint chips, dust, or debris as you clean, using proper techniques.
- Phase 2: Supervisor visual inspection after cleanup. There should be no evidence of settled dust following a cleanup effort. If dust is observed, the Weatherization crew must be required to repeat the cleaning.

If work is done outside the house, the grounds around the dwelling and all exterior horizontal surfaces should also be examined visually to make certain that all waste and debris have been removed and that paint chips were not left behind.

Deferrals

Arizona's WAP sub-grantees will follow the lead-based paint "deferral policy" to determine when it is prudent to defer certain Weatherization work in homes that have either tested positive or are assumed to have lead-based painted surfaces.

- First, the subgrantee should assess the following factors:

  1) Is the subgrantee prepared to work with lead-based paint? (i.e., have workers received training in LSW work practices - is the necessary equipment, such as HEPA vacuum cleaners, available; and does the agency's liability insurance cover work with lead-based paint);

  2) What is the condition of the painted surfaces in the house that might be specifically disturbed in the course of an allowable weatherization measure? (i.e., are they *seriously* deteriorated);

  3) What is the extent to which the specific energy efficiency measures determined by the audit will disturb painted surfaces? (i.e., will the disturbance likely generate dust in excess of OSHA minimums); and,

  4) Will the cost of doing LSW work represent a large portion of the total cost, such as to exceed the amount allowed by the state's health and safety plan (which could be the case if large amounts of lead-based paint surfaces will be disturbed)?

- Second, the grantee should determine, based on consideration of the above factors, whether to:

  1) Proceed with all the weatherization work, following LSW work practices; or
  2) Do some of the weatherization tasks, defer others; or
  3) Defer all the weatherization work

Deferral would mean postponing the work either until the Weatherization agency is prepared to work with lead-based paint, or until another funding source has been identified that can finance corrections to the problem LBP area that weatherization can be safely performed.

In cases where extensive LSW would be necessary, agencies are encouraged to arrange with other organizations, which are funded to do lead-based paint hazard control, to perform some of the more costly activities, such as risk assessment or clearance testing. In areas where there are no organizations performing such work, Weatherization agencies may choose to develop their capabilities (purchase of equipment and advanced training for subgrantee crews) for lead-based paint hazard control work, but they may not use DOE Weatherization funds for this purpose. In such a home, regular Weatherization work that does not disturb painted surfaces can be done.

Funding of lead safe weatherization

Whereas DOE funds may be used to pay for Weatherization activities that disturb lead-based painted surfaces while installing energy efficiency measures or for case-by-case testing, the funds may not otherwise be used for abatement, stabilization or control of lead-based paint hazards, or routine entrance and clearance testing.

However, U. S. Department of Housing and Urban Development (HUD) funds such as Community Development Block Grant (CDBG), lead hazard control programs and HOME Repair and Rehabilitation Program funds may be used to do this work. Also, U. S. Department of Health and Human Services' (HHS) Low-Income Home Energy Assistance Program (LIHEAP), may be used for certain expenses related to Lead Safe Weatherization.

Specifically, for DOE funding, agencies should budget LSW costs under health and safety as a separate cost category, excluded from the calculation of average cost per home. Lead Safe Weatherization costs include labor, material, insurance, training, and equipment.

Liability issues

Unless an agency has specifically purchased additional insurance to cover pollution occurrences, they probably do not have sufficient insurance for their work as required by the WAP's Program Year 2002 Annual Guidance, **Weatherization Program Notice 02-1**. It is likely that their general liability insurance has a pollution occurrence exclusion.

All Arizona Sub-grantees must have liability insurance that covers work in a home with lead-based paint before any LSW work is implemented. This liability insurance does not and should not cover lead abatement projects.

Abatement projects are extensive projects designed to permanently eliminate the lead-based paint hazard. Only work that HUD refers to as "interim controls" must be covered. It is important to use this policy to demonstrate to the insurer the limited nature of the paint disturbance and the precautions being taken to avoid liability. The cost of such insurance is an allowable DOE expense, and we urge agencies to seek ways to obtain the coverage at reasonable rates.

For insurance shopping purposes, there are features about Weatherization work that local agencies should use in making the case for the lower risk associated with the nature of Weatherization work, especially when compared to lead-based paint abatement and lead hazard control work:

- Weatherization is different from lead hazard control work and involves lesser levels of work associated with painted surfaces. In fact, the disturbance of painted surfaces, by comparison, is minimal and when it happens, is incidental to the purpose of the work - the installation of energy conserving measures.

- In addition, not all weatherization work involves disturbing painted surfaces and some homes are lead free, and so the *risk basis* for insurance rates - unlike insurance for lead hazard control work - should not be based on one hundred percent operations in a lead paint environment for every home weatherized.

DOE is involved with EPA and HUD in continuing discussions with the insurance industry about ways to qualify Weatherization agencies for more favorable rates. We also welcome suggestions from state and local agencies with experience in obtaining reasonable rates for this kind of work, which we will share with the Arizona subgrantees.

Training

Arizona's WAP requires that *when disturbance of painted surfaces is significant*, Weatherization workers will use LSW practices.

Arizona's WAP will provide or recognize prior participation in the following training opportunities to sub-grantee as required, taking into consideration each subgrantees mix of action items and allowable measures:

- LSW workshops provided by trainers who are certified in The HUD Lead Safe Work Practices.
- Peer-to-Peer training.
- Individual agency training on an as needed basis.

All training will utilize the Lead Safe Weatherization curriculum developed by Montana State University.

7. Building Structure

Building rehabilitation is beyond the scope of the Weatherization Assistance Program; however, Arizona Subgrantees frequently encounter homes in poor structural condition. Dwellings whose structural integrity is in question should be referred to the Arizona Department of Housing.

Weatherization services may need to be delayed until the dwelling can be made safe for crews and occupants (see Deferral Standards).

Incidental repairs necessary for the effective performance or preservation of weatherization materials are allowed if the cost of the weatherization material and incidental repair are cost justified by the audit. Examples of these limited repairs include sealing minor roof leaks to preserve new attic insulation and repairing water-damaged flooring as part of replacing a water heater.

8. Electrical Issues

The two primary energy-related health and safety electrical concerns are
1) Insulating homes that contain knob-and-tube wiring and
2) Identifying overloaded electrical circuits.

Older electric wiring, primarily knob-and-tube wiring, located in a wall cavity or exposed on an attic floor was originally intended by code to have *free air movement* for that would cool the wire when carrying an electric current. Laboratory tests have shown that retrofitting thermal insulation around electric wiring can cause it to overheat, resulting in a fire hazard.

Arizona program policy requires that subgrantees ensure that insulation around knob-and-tube wiring conforms with applicable codes in jurisdictions where the work is being performed.

Serious electrical hazards exist when gross overloads are present. Should auditors and crews find such existing problems, they must notify the owner verbally and in writing by the subgrantee WAP program manager.

Weatherization measures that involve the installation of new equipment such as air conditioners, heat pumps, or electric water heaters can exacerbate previously marginal overload problems to hazardous levels. The problem must also be noted in the client file. To the extent that these problems prevent adequate weatherization, the agency should consider repairing them on a case-by-case basis.

9. Refrigerant Issues

The replacement of air conditioners requires subgrantees to ensure that the requirements of the Clean Air Act 1990, section 608, as amended by 40 CFR 82, 5/14/93, be enforced. The appliance vendor, de-manufacturing center, or other entity recovering the refrigerant must possess EPA-approved section 608 types I or universal certification. Subgrantees must ensure they have appropriate protocols in place that comply with all standards relating to the disposal of the existing appliances.

10. Other Code Compliance Issues

It is the subgrantee's responsibility to ensure that weatherization-related work conforms with applicable codes in jurisdictions where the work is being performed.

E. Deferral Standards

The decision to defer work in a dwelling is difficult, but necessary, in some cases. This does not mean that assistance will never be available, but that work must be postponed until the problems can be resolved and/or alternative sources of help are found. Note that subgrantees, including crews and contractors, are expected to pursue reasonable options on behalf of the client, including referrals, and to use good judgment in dealing with difficult situations.

Subgrantees will develop guidelines and a standardized form for such situations. The form will include the client's name and address, dates of the audit/assessment and when the client was informed, a clear description of the problem, conditions under which weatherization could continue, the responsibility of all parties involved, and the client(s) signature(s) indicating that they understand and have been informed of their rights and options.

Deferral conditions may include:

- The client has known health conditions that prohibit the installation of insulation and other weatherization materials.
- The building structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that failure is imminent and the conditions cannot be resolved cost-effectively.
- The house has sewage or other sanitary problems that would further endanger the client and weatherization installers if weatherization work were performed.
- The house has been condemned or electrical, heating, plumbing, or other equipment has been "red tagged" by local or state building officials or utilities.
- Moisture problems are so severe they cannot be resolved under existing health and safety measures and with minor repairs.
- Dangerous conditions exist due to high carbon monoxide levels in combustion appliances, and cannot be resolved under existing health and safety measures.
- The client is uncooperative, abusive, or threatening to the crew, subcontractors, auditors, inspectors, or others who must work on or visit the house.
- The extent and condition of lead-based paint in the house would potentially create further health and safety hazards.
- In the judgment of the energy auditor, any condition exists which may endanger the health and/or safety of the work crew or subcontractor, the work should not proceed until the condition is corrected.

REFRIGERATOR REPLACEMENT POLICY

The following criterion applies to replacement refrigerators:

ELIGIBILITY FOR REPLACEMENT

Weatherization Program Notice 00-5 lists the types of refrigerators that may be installed with U.S. Department of Energy (DOE) funds. Refrigerators and refrigerator-freezers with manual, automatic, or partial automatic defrost are eligible. Units must comply with UL-250 and with energy efficiency standards established in the National Appliance Energy Conservation Act of 1987 that are periodically updated. New replacement units may **not** have through-the-door ice or water service since this feature increases energy use.

To qualify for replacement, the refrigerator replacement unit must result in a savings-to-investment ratio (SIR) of 1.0 or greater.

To determine the SIR, one of the following methods must be used to determine the energy use of the existing unit:

- Refrigerator replacement analysis tools that utilize the Association of Home Appliance Manufacturers or other approved refrigerator databases.
- Meter electric usage of the existing unit utilizing an approved meter. A list of approved meters is available from the OEP.

METERING REQUIREMENTS

- Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.

- Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

MATERIALS

- New refrigerators shall:
  - Not exceed the size of the replaced unit.
  - Have a minimum 1-year warranty.

INSTALLATION

- The electrical outlet shall:
  - Provide the voltage specified on the ID plate of the new refrigerator.
  - Be properly grounded and/or protected with a properly functioning GFCI device.
  - Be located within reach of the refrigerator without the use of an extension cord.
  - Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
  - Meet refrigerator manufacturer's specifications for space and clearances.

- The contractor shall:
  - Deliver and install the new refrigerator.
  - Level the unit to ensure proper operation.
  - Ensure that door hinges are on the appropriate side.
  - Instruct the customer on refrigerator operation.
  - Deliver warranties and operating manuals to the customer.
  - Set temperature controls appropriately.

DISPOSAL

- The contractor shall:
  - Take unit out of service. Make sure the existing refrigerator, removed from the house, and **DOES NOT** find its way back onto the electric grid.
  - Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.
  - Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
  - Remove all packing materials from the customer's premises.

REPORTING

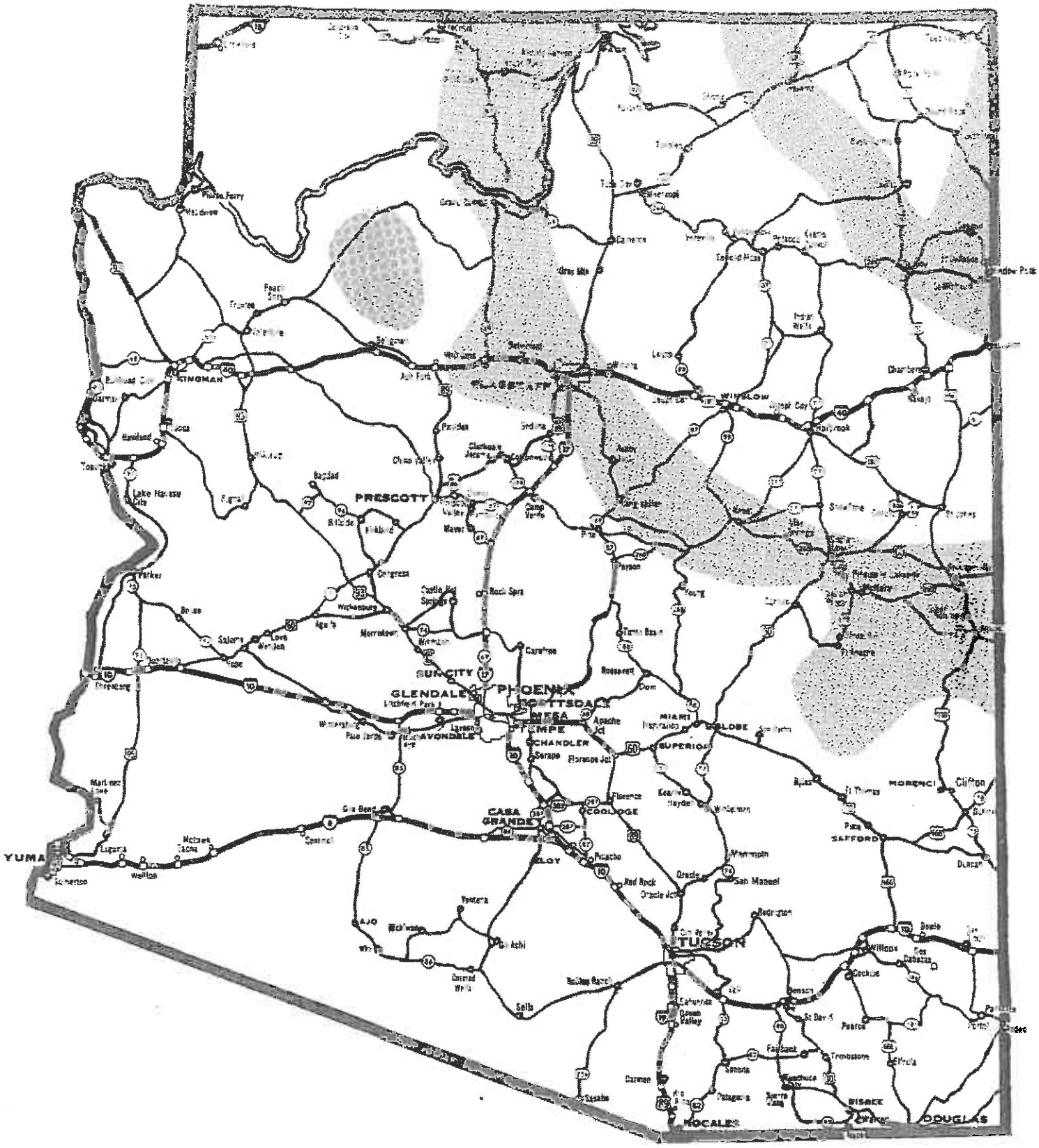
- The sub-grantee shall record the following information for both the existing and replacement refrigerators:

- Manufacturer (for years available)
- Brand
- Year of manufacture
- Model number
- Type (e.g., side-by-side, top freezer)
- Database estimated kWh/yr

- On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data.
- Provide saving to Investment Ratio for the replacement refrigerator.

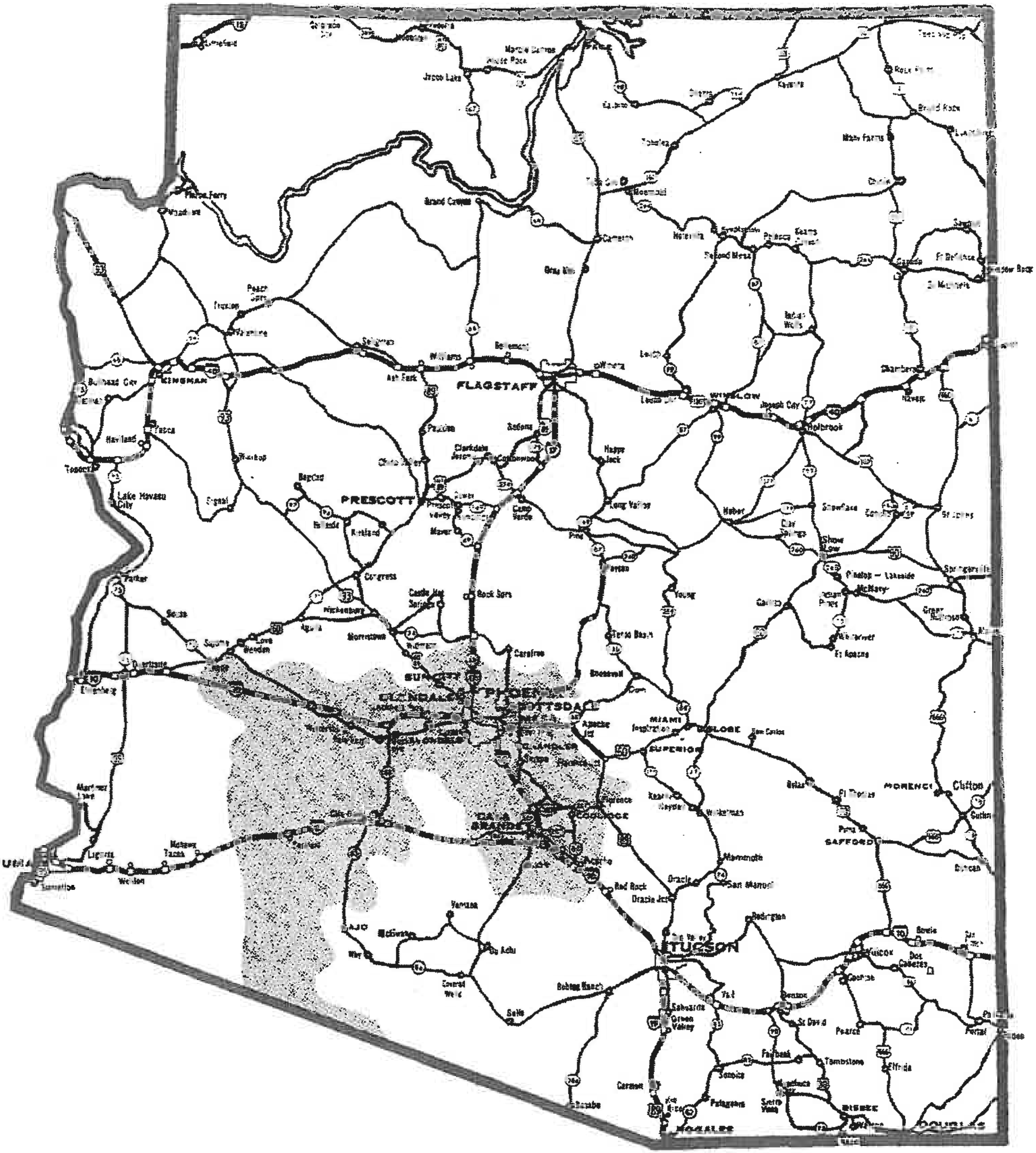
WRITTEN AUTHORIZATION

There may be cases where it is the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from OEP.



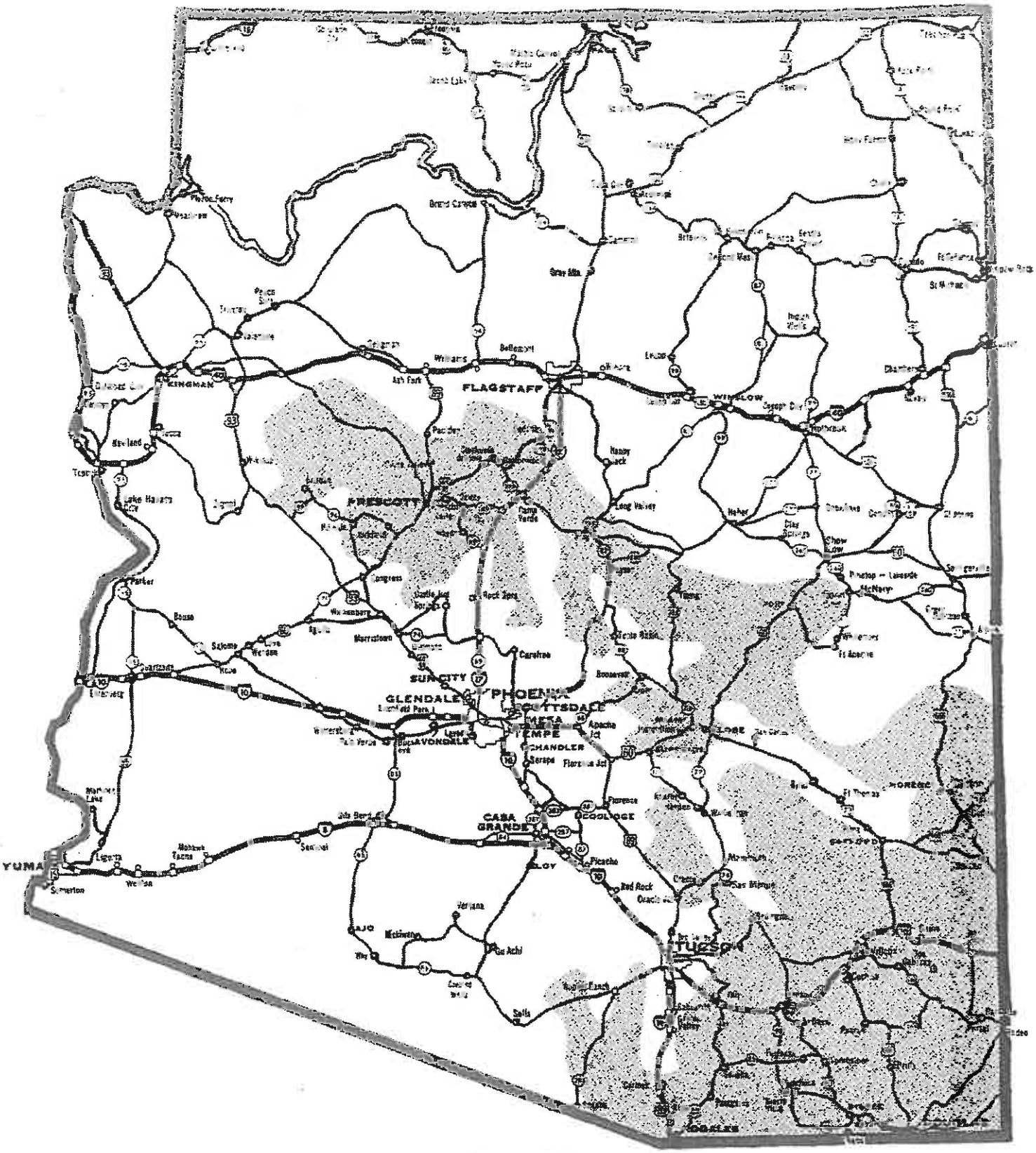
Climate Zone 1 Locations

Flagstaff
Fort Defiance
Grand Canyon
Happy Jack
Heber
Kayenta
McNary
Nutrioso
Pinetop-Lakeside
Show Low
Springerville
Whiteriver
Williams
Window Rock



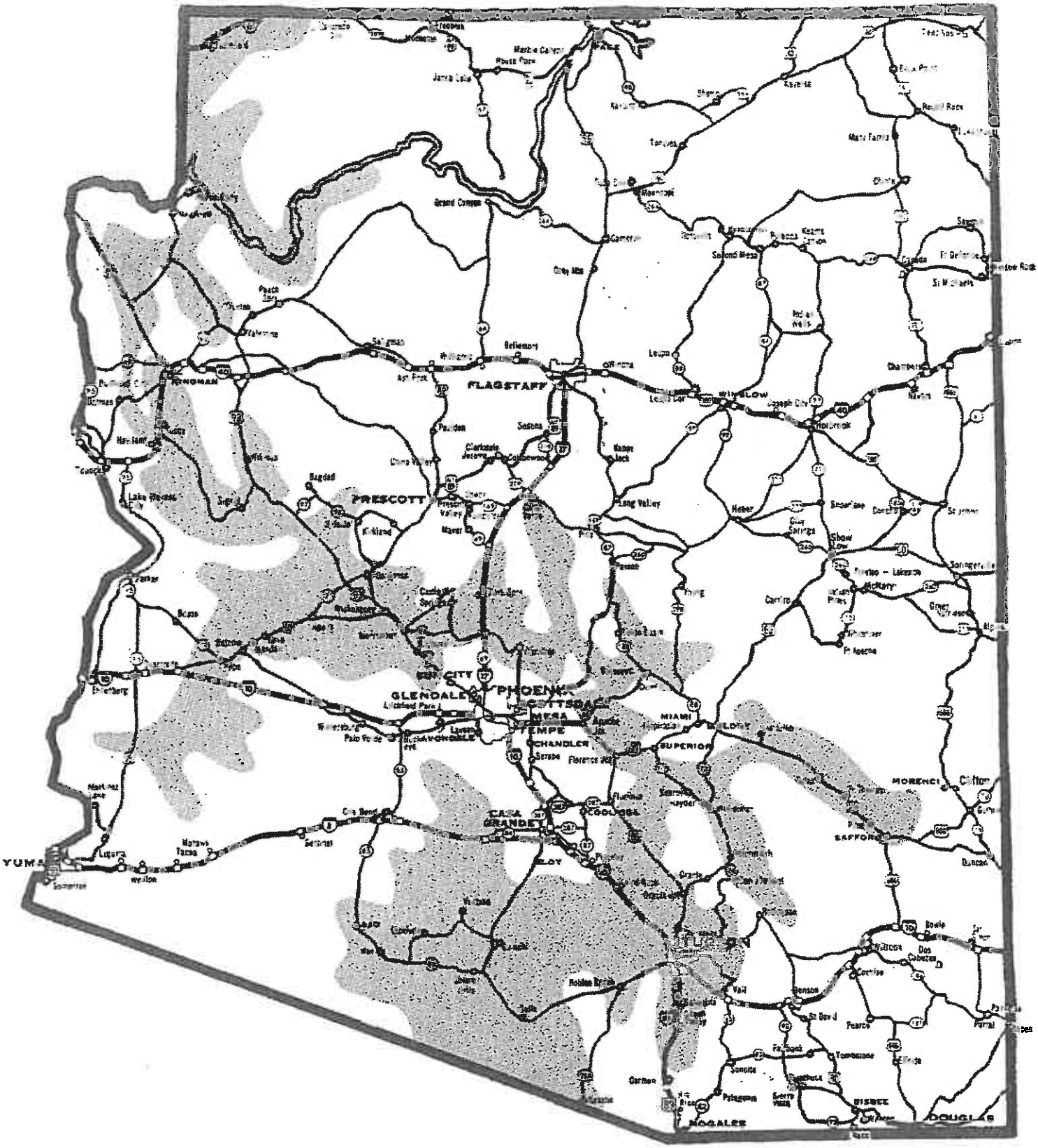
Climate Zone 2 Locations

- Apache Junction
- Avondale
- Buckeye
- Casa Grande
- Chandler
- Coolidge
- Eloy
- Florence
- Gila Bend
- Glendale
- Litchfield Park
- Mesa
- Phoenix Area
- Picacho
- Scottsdale
- Sun City
- Tempe



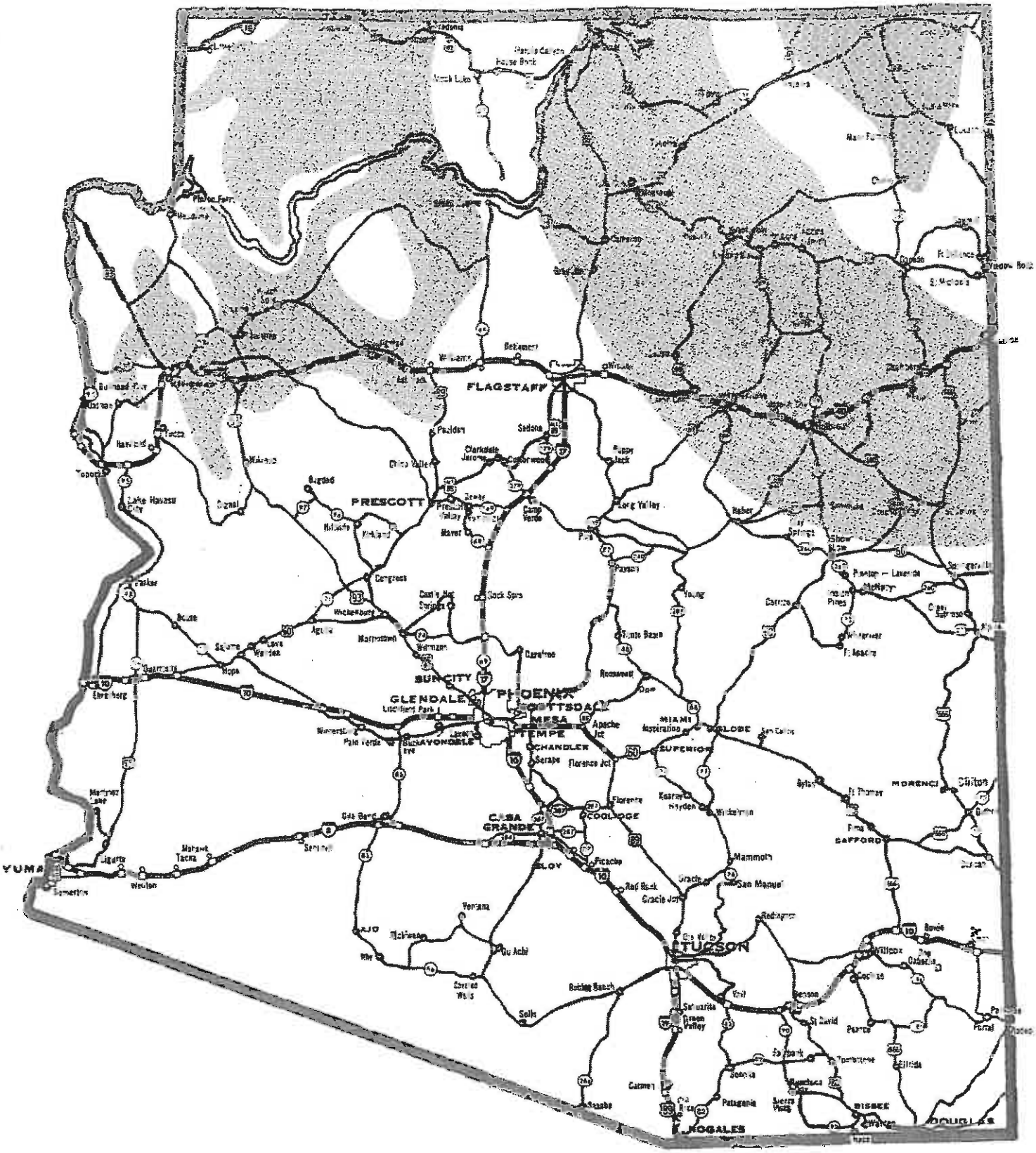
Climate Zone 3 Locations

Bagdad	Douglas	Oracle
Bisbee	Duncan	Patagonia
Campe Verde	Globe	Payson
Chino Valley	Mayer	Prescott
Clifton	Miami	Sedona
Cottonwood	Nogales	Willcox



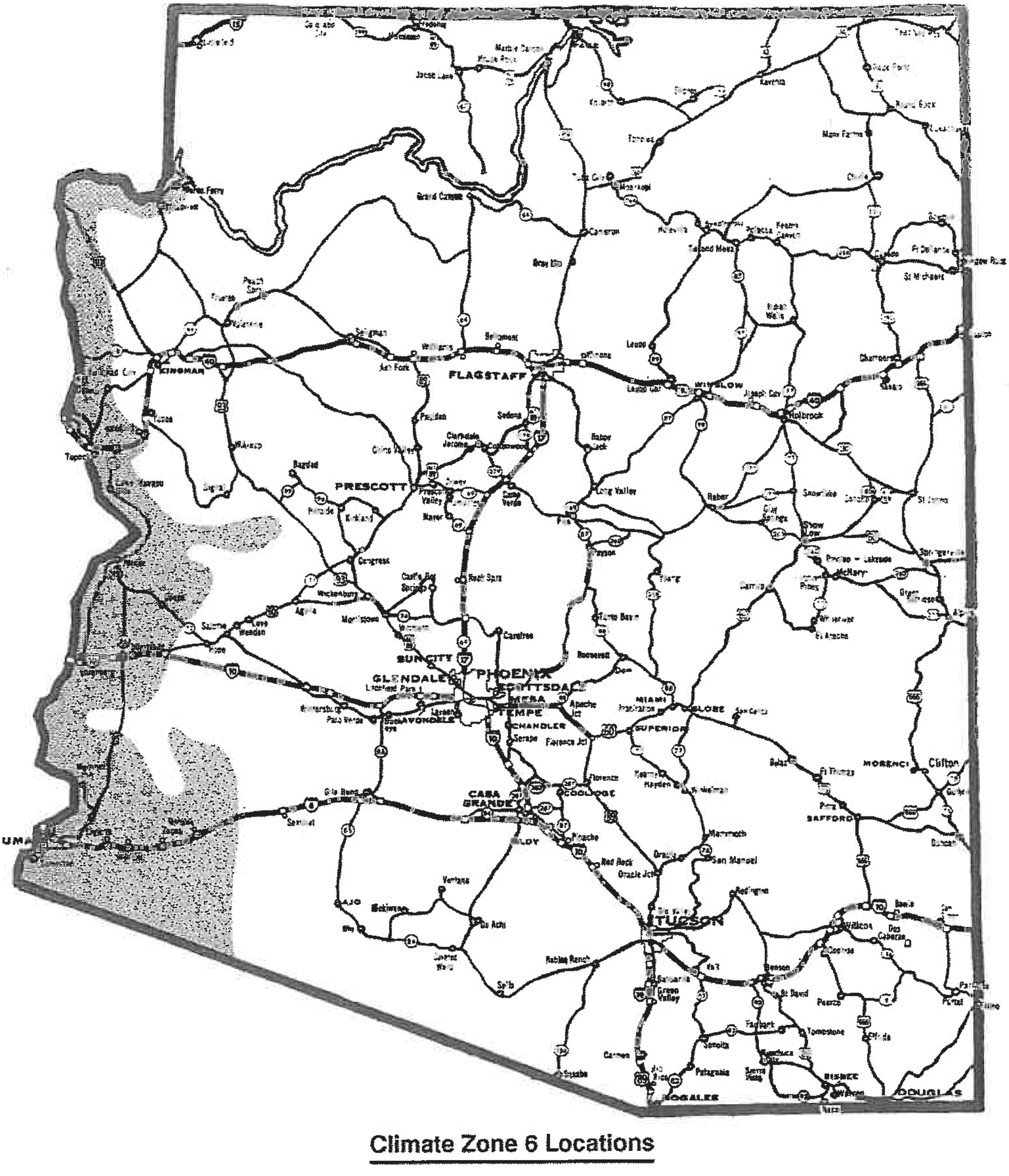
Climate Zone 4 Locations

Aguila
Ajo
Carefree
Fort Thomas
Green Valley
Gu Achi
Hayden
Kearney
Kingman
Morristown
Pima
Safford
Salome
San Carlos
Sells
South Tucson
Superior
Tucson



Climate Zone 5 Locations

Ash Fork
Colorado City
Fredonia
Holbrook
Joseph City
Keams Canyon
Mocassin
Moenkopi
Page
Peach Spring
Polacca
Saint Johns
Seligman
Snowflake
Tuba City
Winslow



Climate Zone 6 Locations

Bullhead City
Ehrenberg
Lake Havasu City
Parker
Quartzsite
Somerton
Wellton
Yuma

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-1230 **Consent Agenda Item 5- C**

Regular BOS Meeting

Meeting Date: 05/22/2012

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
Fiscal Year:	CoFY2012 & CoFY2012	Budgeted?:	Yes
Contract Dates Begin & End:	08/31/2011 thru 08/30/2016	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Amendment No.2 to an Intergovernmental Agreement (Contract ADHS12-007886), a Public Health Emergency Preparedness Grant.

Background Information

The Intergovernmental Agreement (Contract No. ADHS12-007886) between the Arizona Department of Health Services and the Gila County Health and Emergency Services Division in support of the Public Health Emergency Preparedness (PHEP) program was signed by the Board of Supervisors (BOS) on December 16, 2011.

Evaluation

Amendment No. 2 to the original contract replaces page 14, the Price Sheet, changing the original amount of the contract from $155,256 to $239056.

Conclusion

The increase to the original contract is the result of carryover funds in the amount of $83,800. The increased funding will assist the Public Health Emergency Preparedness program to complete grant deliverables as defined by the State of Arizona Department of Health Services.

Recommendation

The Director of the Gila County Health and Emergency Services Division recommends that the Board of Supervisors authorize the Chairman's signature on Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS12-007886) for the Public Health Emergency Preparedness Grant that is between the Gila County Health and Emergency Services Division and the Arizona Department of Health Services.

Suggested Motion

Authorization for the Chairman's signature on Amendment No. 2 to an Intergovernmental Agreement (Contract No. ADHS12-007886) which pertains to a Public Health Emergency Preparedness Grant that is between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services.

Attachments

Amendment No.2

Original IGA-signed

Amendment No.1

Legal Explanation

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams. Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-007886**	Amendment No. 2	Procurement Specialist Cindy Sullivan

Emergency Preparedness Program

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

1. Replace Price Sheet, Page Fourteen (14), of the original Agreement, with Price Sheet, Amendment Two (2), Page Two (2). The effective date of the amended Price Sheet is August 31, 2011, which reflects a total of $239,056.00 The increase is a result of the carryover of funds in the amount of $83,800.00.

All other provisions of this agreement remain unchanged.

Gila County Health and Emergency Services **Contractor Name**	**CONTRACTOR SIGNATURE** **Contractor Authorized Signature**
5515 S. Apache Ave, Suite 400 **Address**	Tommie C. Martin **Printed Name**
Globe AZ 85501 **City State Zip**	Chairman, Gila County Board of Supervisors **Title**
CONTRACTOR ATTORNEY SIGNATURE Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona. **Signature** **Date**	This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. **State of Arizona** **Signed this _____ day of _____ 20____**
Bryan Chambers, Chief Deputy County Attorney **Printed Name**	**Procurement Officer**
Attorney General Contract No. P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona Signature Date Assistant Attorney General Printed Name:	RESERVED FOR USE BY THE SECRETARY OF STATE **Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.**

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams. Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-007886**	Amendment No. 2	Procurement Specialist Cindy Sullivan

PRICE SHEET
Gila County

Cost Reimbursement

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	$239,056.00	$ 239,056.00
Total			**$ 239,056.00**

FY 11-12

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-007886

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Emergency Preparedness **Begin Date:** 8/31/11

Geographic Service Area: Arizona **Termination Date:** 8/30/16

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A R S §§ 11-951, 11-952, 36-104 and 36-132 The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- [ ] **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- [ ] **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- [ ] **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- [ ] **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No: _____

Tax License No: _____

Contractor Name: Gila County Health and Emergency Services

Address: 5515 S Apache Ave, Suite 400

Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: Michael O'Driscoll, Director

Phone: 928-402-8767

FAX No: 928-425-7714

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. In accordance with A.R S 35-391 06 and A.R.S 35-393 06, the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

Tommie C Martin 12/6/11

Signature of Person Authorized to Sign Date

Tommie C. Martin, Chairman

Print Name and Title

Gila County Board of Supervisors

This Contract shall henceforth be referred to as Contract No. ADHS12-007886. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract

State of Arizona

Signed this 14th day of December, 2011

Christine Rich

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

12/6/2011

Signature of Person Authorized to Sign Date

Bryan Chambers, Chief Deputy County Attorney

Print Name and Title

Attorney General Contract, No. PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A R S § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General

The Attorney General, BY:

12/14/2011

Signature Date

Assistant Attorney General: ~~Ronald E. Johnson~~ Debra Shelby

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

1 **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1 1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1 2 *"ADHS"* means Arizona Department of Health Services

1 3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended

1 4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract

1 5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law

1 6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract

1 7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services

1 8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS

1 9 *"Days"* means calendar days unless otherwise specified

1 10 *"Fixed Price"* establishes a set price per unit of service The set price shall be based on costs, which are reasonable, allowable and allocable

1 11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received

1 12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property

1 13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract

1 14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State

1 15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor

1 16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract

1 17 *"State"* means the State of Arizona and/or the ADHS For purposes of this Contract, the term "State" shall not include the Contractor

2 **Contract Type.**

This Contract shall be: (check one)

_____ Fixed Price
__X__ Cost Reimbursement
_____ Not to Exceed

3 **Contract Interpretation.**

3 1 Arizona Law The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona

3.2 Implied Contract Terms Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it

3 3 Contract Order of Precedence In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3 3 1 Terms and Conditions;

3 3 2 Statement or Scope of Work;

3 3 3 Attachments;

3 3 4 Referenced Documents

3 4 Relationship of Parties The Contractor under this Contract is an independent Contractor Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract

3 5 Severability The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract

3 6 No Parole Evidence This Contract is intended by the parties as a final and complete expression of their agreement No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document

3 7 No Waiver Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it

3 8 Headings Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning

4 **Contract Administration and Operation.**

4 1 Term As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4 2 Contract Renewal This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period The term of the Contract shall not exceed five years However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated

4 3 New Budget Term If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services

4 4 Non-Discrimination The Contractor shall comply with State Executive Order No 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act

4 5 Records and Audit Under A R S § 35-214 and A R S § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times Upon request, the Contractor shall produce a legible copy of any or all such records

4 6 Financial Management For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund

4 6 1 *Federal Funding* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable The federal financial assistance information shall be stated in a Change Order or Purchase Order

4 6 2 *State Funding* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A R S § 35-181 03

4 7 Inspection and Testing The Contractor agrees to permit access, at reasonable times, to its facilities

4 8 Notices Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary

4 9 Advertising and Promotion of Contract The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer

4 10 Property of the State

4 10 1 *Equipment* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS When this Contract is terminated, the disposition of all such property shall be determined by the ADHS For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor All purchases of equipment need to be reported to the ADHS Office of Inventory Control

4 10 2 *Title and Rights to Materials* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and

electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials The Contractor shall not use or release these Materials without the prior written consent of the ADHS When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C 4), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material

4 11 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor

4 12 E-Verify Requirements In accordance with A R S § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A R S § 23-214, Subsection A

4 13 Scrutinized Businesses In accordance with A R S § 35-391 and A R S § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran

5 **Costs and Payments**

5 1 Payments. Payments shall comply with the requirements of A.R S Titles 35 and 41, net 30 days Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS

5 2 Recoupment of Contract Payments

5 2 1 *Unearned Advanced Funds* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination

5 2 2 *Contracted Services* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination

5 2 3 *Refunds* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4 2 1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5 2 2, Contracted Services

5 2 4 *Unacceptable Expenditures* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability

5 3 Unit Costs/Rates or Fees Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS

5 4 Applicable Taxes

5 4 1 *State and Local Transaction Privilege Taxes* The State of Arizona is subject to all applicable state and local transaction privilege taxes Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes

5 4 2 *Tax Indemnification* The Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation

5 4 3 *I R S W9 Form* In order to receive payment under any resulting Contract, the Contractor shall have a current I R S W9 Form on file with the State of Arizona

5 5 Availability of Funds for the Next Fiscal Year Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding The Procurement Officer shall have the discretion in determining the availability of funds

5 6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS.

5 6 1 Accept a decrease in price offered by the Contractor,

5 6 2 Reduce the number of goods or units of service and reduce the payments accordingly;

5 6 3 Offer reductions in funding as an alternative to Contract termination; or

5 6 4 Cancel the Contract

6 Contract Changes

6 1 Amendments, Purchase Orders and Change Orders This Contract is issued under the authority of the Procurement Officer who signed this Contract The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes

6 2 Subcontracts The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract

6 3 Assignments and Delegation The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer The State shall not unreasonably withhold approval

7 **Risk and Liability**

7 1 Risk of Loss The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract Mere receipt does not constitute final acceptance The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt

7 2 Mutual Indemnification Each party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers

7 3 Indemnification - Patent and Copyright To the extent permitted by A R S § 41-621 and A R S § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph

7 4 Force Majeure.

7 4 1 *Liability and Definition* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire, flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence

7 4 2 *Exclusions* Force Majeure shall not include the following occurrences:

7 4 2 1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7 4 2 2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7 4 2 3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits

7 4 3 *Notice* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract

7 4 4 *Default* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent

that, such delay or failure is caused by force majeure

7 5 Third Party Antitrust Violations The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract

8 **Description of Materials** The following provisions shall apply to Materials only:

8 1 Liens The Contractor agrees that the Materials supplied under this Contract are free of liens In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens

8 2 Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8 2 1 Of a quality to pass without objection in the Contract description;

8 2 2 Fit for the intended purposes for which the Materials are used;

8 2 3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8 2 4 Adequately contained, packaged and marked as the Contract may require; and

8 2 5 Conform to the written promises or affirmations of fact made by the Contractor

8 3 Inspection/Testing Subparagraphs 8 1 through 8 2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State

8 4 Compliance With Applicable Laws The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8 5 Survival of Rights and Obligations After Contract Expiration and Termination.

8 5 1 *Contractor's Representations* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof In addition, the parties hereto acknowledge that pursuant to A R S § 12 510, except as provided in A R S § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A R S Title 12, Chapter 5

8 5 2 *Purchase Orders and Change Orders* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract

9 **State's Contractual Remedies**

9 1 Right to Assurance If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract

9 2 Stop Work Order

9 2 1 *Terms* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree The order shall be specifically identified as a stop work order issued under this clause Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage

9 2 2 *Cancellation or Expiration* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly

9 3 Non-exclusive Remedies The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law

9 4 Right of Offset The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance

10 **Contract Termination**

10 1 Cancellation for Conflict of Interest Pursuant to A R S § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A R S § 38-511

10 2 Gratuities The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor

10 3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body

10 4 Termination Without Cause.

10 4 1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date Such notices shall be given by personal delivery or by certified mail, return receipt requested

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed ADHS may require Contractor to negotiate the terms of any remaining deliverables still due

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein

10.6 Termination for Default The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials

10.7 Continuation of Performance Through Termination Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work

10.8 Disposition of Property Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand

11 **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133

12 **Communication**

12.1 Program Report When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS

12.2 Information and Coordination The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract

13 **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which

clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State

14 **Sovereign Immunity** Pursuant to A R S § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit

15 **Fingerprint and Certification Requirements/Juvenile Services.**

15 1 Paid and Unpaid Personnel The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A R S § 41-1758 et seq

15 2 Costs The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel

16 **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached

17 **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation

18 **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements

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

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007

A. Background

The Arizona Department of Health Services (ADHS) receives supplemental funding from the Centers for Disease Control and Prevention (CDC) to further develop and enhance the State of Arizona, Bureau of Public Health Emergency Preparedness (PHEP) These funds are used to support development and implementation of Tasks in this Scope of Work The ADHS has determined that the most expeditious methodology to enhance these Tasks is to partner with the County Health Departments

B. Objective

Develop plans along with the timetables and necessary activities to fully implement the Contractor's partnership role in response to the CDC capabilities and the programmatic methodology requirements of the Scope of Work

C. Scope of Work

The Contractor shall:

1 The Scope of Work can be found in the following Tasks In addition, the Annual Performance Requirements can be found in Attachment A hereto and incorporated herein Attachment A will change each year, as will the estimated budget for the period of August 31st through August 30th The Contractor shall submit a detailed Budget based upon their estimated cost associated with continuation of the programmatic Annual Performance Requirements through the Contract period, unless terminated, canceled or extended as otherwise provided herein. This Budget shall be submitted in the online Budget Tool format as provided by PHEP The Contractor shall have the flexibility of making adjustments to the Budget categories within ten percent (10%) of the budgeted amount provided on the approved Budget. Any change exceeding ten percent (10%) shall be requested in writing on the Budget Tool and shall not be implemented until approved electronically by the ADHS It is the responsibility of the Contractor to coordinate and manage funds under this Contract

D. Tasks

The Contractor shall:

1 Maintain a Contractor's Public Health Emergency Preparedness Coordinator;

2 Maintain a detailed plan for 24/7 response to Public Health Emergencies along the guidelines and deliverables for the current year;

3 Maintain a timeline for the development of county-wide plans for Public Health Emergencies, preparedness for a bioterrorism event, infectious disease outbreak, or other public health emergency;

4 Maintain a timeline and a plan to identify personnel to be trained, to receive and distribute critical stockpile items and manage a mass distribution of vaccine and/or antibiotics on a twenty-four (24) hours a day, seven (7) days a week basis;

5 Maintain a plan to receive and evaluate urgent disease reports from all parts of the jurisdiction on a twenty-four (24) hours a day, seven (7) days a week basis Maintenance of the plan shall include participation in state-wide electronic disease surveillance initiatives;

6 Maintain a plan to enhance risk communication and information dissemination to educate the public regarding exposure risks and effective public response; and

7 Submit an annual Budget based upon the cost reimbursement budgetary guidelines and the Budget Tool provided online at Health Services Portal The Contractor shall submit the completed Budget on or before

a date determined annually by the CDC and the State The Contractor shall be advised by correspondence from the ADHS PHEP on the available funding amounts on or before August 31st The funding shall be based on required critical and enhanced capacities for the Contractor's geographical area Upon receipt of funding communication, the Contractor shall prepare and submit a detailed Budget for the period of August 31st through the following August 30th of each Budget year The Contractor shall meet all reporting requirements for federal funding, including those years in which a match requirement is established

E. Annual Performance Requirements

The Contractor shall perform the requirements in Attachment A

F. Deliverables

The Contractor shall:

1 Maintain a person appointed as liaison and PHEP coordinator for this grant funding;

2 Provide an annual budget with all federal funding documentation required;

3 Provide Annual Performance Requirements as listed and distributed annually See Attachment A; and

4 Be prepared to open their Emergency Operations Centers for all designated emergencies

G. Notices, Correspondence and Reports

1 Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Public Health Emergency Preparedness
Bureau Chief
150 N 18th Avenue, #150
Phoenix, AZ 85007

2 Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Gila County Health and Emergency Services
5515 S Apache Ave, Suite 400
Globe, AZ 85501
Attn: Leana Asberry
Phone: 928-402-8805
lasberry@co gila az us

PRICE SHEET
Gila County

Cost Reimbursement

Description	Quantity	Unit Rate	Extended Price
CDC Deliverables for Public Health Emergency Preparedness - PHEP	1	Year	$ 155,256 00
Total			**$ 155,256.00**

FY 11-12

County and Tribal Public Health Emergency Preparedness Deliverables

BP11
Budget Year 2011-2012

Tier Definitions[1]

Tier I:
Allocation of
$300,000.00 and up

Tier II:
Allocation of
$150,000.00 to $299,999.99

Tier III:
Allocation of
$50,000.00 to $149,999.99

Tier IV:
Allocation of
$0.01 to $49,999.99

1. EVIDENCE BASED PERFORMANCE MEASURES AND BENCHMARKS

Report on the following performance measures in the semi-annual and annual progress reports.
Note: the CDC performance measures below are the same for the State and local level.

Emergency Notification System Maintenance
Tiers I, II & III shall:

1.1 Confirm the accuracy of the primary, secondary and tertiary contact information for all eight (8) Incident Command System functional roles at least once every six (6) months. Submit ADHS provided template to the Health Services Portal (HSP).

1.2 Update the "County/Tribal Public Health Emergency Contact Information Sheet" and post to HSP every six (6) months and notify Preparedness Coordinator of location.

This sheet shall be updated to include contact information for the primary, secondary and tertiary individual for the following eight (8) Incident Command System roles: Incident Commander, Public Information Officer, Safety Officer, Liaison Officer, Operations Section Chief, Planning Section Chief, and Finance/Administration Section Chief. The contact information for each individual shall include: ICS title, individual's name, individual's non-emergency position title, office telephone number, mobile telephone number, home telephone number and email address.

1.3 Test the notification system twice a year. One (1) test shall be unannounced and occurring outside of regular business hours. This unannounced test shall occur within the first six (6) months of the grant cycle. This can be demonstrated as a response to a real incident, as a stand-alone drill or as part of a functional or full scale exercise.

The tests shall capture the following metrics:

PERCENT CONTACTED: The percentage of primary and secondary key response staff that the public health agency successfully contacts without using electric grid power and primary land-line telephone service.

The mean time for this to be completed is sixty (60) minutes.

The numerator to be captured is the number of partners who responded in each of the following categories:

1. 0.00 to 15.00 minutes
2. 15.00 to 30.00 minutes
3. 30.00 to more minutes

The denominator to be captured is the number of response partners to whom the communication was sent.

NOTIFICATION TIME: The time to notify all primary and secondary staff, with public health agency Incident Command System functional responsibilities, that the public health agency Emergency Operations Center (EOC) is being activated.

The mean time for this to be completed is sixty (60) minutes from the time the public health director or designated official begins notifying the pre-identified primary staff and secondary or tertiary staff, as necessary.

REPORT TIME: The amount of time for primary and secondary staff, with public health agency Incident Command System functional responsibilities, to report for duty at the public health agency EOC. The EOC utilized may be the public health agency's primary, secondary or virtual location. An example of a virtual EOC could be a secure telephone conference line.

The mean time for this to be completed is one hundred fifty (150) minutes from the time the public health director or designated official begins notifying the pre-identified primary staff and secondary or tertiary staff, as necessary, that the public health agency EOC shall be activated.

2. EXERCISES AND IMPROVEMENTS

2.1 Tier I Partners

2.1.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop. Provide the agency specific HSEEP compliant Training and Exercise Plan (TEP) to ADHS no later than October 14, 2011;

2.1.2 Conduct or participate in at least two (2) public health emergency exercises developed in accordance with HSEEP standards. Submit the After Action Reports and Improvement Plans for each exercise to ADHS by August 9, 2012;

2.1.3 Conduct a minimum of three (3) different DSNS drills. One (1) shall occur by December 30, 2011 with the remaining two (2) to be completed by August 9, 2012. These shall be conducted in conjunction with required exercises or on their own. The associated templates shall be completed and provided to ADHS by January 13, 2012 and August 10, 2012 respectively.

2.1.3.1 Dispensing through-put data collection
2.1.3.2 Decision Making Assessment Tool
2.1.3.3 Facility Set Up
2.1.3.4 Pick List Generation

2.1.4 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings.

2.1.5 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

2.2 Tier II Partners

2.2.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop.

2.2.2 Conduct at least one (1) DSNS drill by August 9, 2012. This drill may be conducted in conjunction with a larger exercise or on their own. The associated data tool shall be completed and provided to ADHS by August 9, 2012.

2.2.2.1 Dispensing through-put data collection
2.2.2.2 Decision Making Assessment Tool
2.2.2.3 Facility Set Up
2.2.2.4 Pick List Generation

2.2.3 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings

2.2.4 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners

2.3 Tier III Partners

2.3.1 Participate in the 2011-2012 ADHS Training and Exercise Planning Workshop.

2.3.2 If the Tier III partner plans to establish its own point(s) of dispensing in an emergency situation, then conduct at least one (1) DSNS drill by August 9, 2012. These drills shall be conducted in conjunction with a larger exercise or on their own. The associated data tool shall be completed and provided to ADHS by August 9, 2012.

2.3.2.1 Dispensing through-put data collection
2.3.2.2 Decision Making Assessment Tool
2.3.2.3 Facility Set Up
2.3.2.4 Pick List Generation

2.3.3 Participate in Hospital Preparedness Program (HPP) exercises with local hospitals and ADHS staff. Exercise support activities may include exercise simulation, participation in communication pathways, partial or full activation of emergency operation centers, and participation in exercise design and evaluation meetings.

2.3.4 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

2.4 Tier IV Partners

2.4.1 Response Plan: Submit an all hazards public health emergency response plan. This plan shall be submitted to the ADHS BPHEP Preparedness Coordinator via HSP.

2.4.2 Regional Meeting Attendance: The public health emergency coordinator or designee shall attend each of the ADHS quarterly region meetings conducted within their region. These meetings shall provide an opportunity for collaboration with Tribal, County and Healthcare partners.

3. ACTIVITIES

Report on the following activities in the semi-annual and annual progress reports.

3.1 Tiers I, II & III Partners

3.1.1 Domain Specific Reporting: During each quarter, sub-recipients shall be required to focus on the resource elements that are designated as "priority" items by the CDC. ADHS staff will produce a document before the start of each quarter that summarizes the priority resource elements for the quarter. Sub-recipients shall be required to review plans according to these priority resource elements or demonstrate that current plans are already sufficient. In many cases, local jurisdictions shall have already met the planning requirements. In some cases, additional plans or plan components shall be required.

Planning, training, and exercise activities for each quarter shall be limited to the specified domain and capabilities. It is understood that scheduling conflicts may require topics to be addressed outside of their assigned quarter, but sub-recipients shall make every effort to schedule activities according to the domain schedule where possible.

3.1.2 Pandemic Influenza Response Plans: Update and submit the pandemic influenza response plans, based on improvements identified in the 2009 H1N1 response by October 14, 2012.

Epidemiology

3.1.3 MEDSIS: County Partners shall designate and maintain a MEDSIS liaison, recruit and train additional external facilities on MEDSIS, and work with tribal health departments that are implementing MEDSIS. Tribal Partners shall work with ADHS to determine how or if they can utilize MEDSIS. The MEDSIS liaison is responsible for requesting/approving new users and informing ADHS when users should be removed. See Epidemiology Notes for details and reporting.

CIFOR EVALUATION: (County Only) County Partners shall have at least one (1) staff member participate in the CIFOR food borne disease toolkit evaluation.

3.1.4 SNS Program: Partners are required to attend a regional inventory system training delivered by ADHS before the midpoint of the grant cycle.

An annual site assessment of primary and secondary RSS Warehouse locations shall be conducted and documentation submitted to ADHS SNS Program Coordinator by August 9, 2012.

3.1.5 Corrective Actions: Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After action reports and improvement plans shall not need to be developed for the DSNS drills, if they are conducted as stand-alone drills.

Track and manage corrective actions identified in responses and exercises. Provide a description of the methodology used to track and manage the corrective actions.

3.2 Tiers I & II Partners

Epidemiology

3.2.1 On-Call Testing: (County Only) Participate in semi-annual State testing of the communicable disease on-call system using local and ADHS developed protocols, and provide a description of additional steps that would be taken by their department to investigate the disease.

3.2.2 Reporting: (County Only) Indicate the number of reports received, investigations conducted, specimens collected, and responses with epidemiologist involvement for: suspected outbreaks; suspect cases of select agents, measles, meningococcal disease or rubella; and non-communicable disease incidents.

3.2.3 Planning: Develop an operational plan for urgent, suspect infectious diseases for a) collection and submission of specimens to the state laboratory, and b) obtaining and administering prophylaxis for individual contacts in a non-mass prophylaxis setting.

3.2.4 County / Tribal Coordination: Meet with coordinating partners semi-annually and list dates and agencies involved for working with a) tribal entities or Indian Health Services, and b) other agencies or health department divisions, on communicable disease surveillance or investigations.

3.3 Tier II & III Partners

Epidemiology

3.3.1 Communicable Disease Reporting: (County Only) Validate communicable disease reporting for hospital inpatient and emergency department visits and for mortality surveillance, follow up with non-reporters identified, and develop education plan to address any potentially countywide

reporting gaps identified.

3.3.2 Exercise/Real World Event: Conduct or participate in an exercise or real world event, involving an infectious disease scenario that utilizes the operational plans in for specimen collection and administering prophylaxis to individuals in a non-mass prophylaxis methodology.

3.3.3 Assessment: (County Only) Conduct an assessment of communicable disease communications to health care providers.

4. ASSURANCES

Report on the following items in the semi-annual and annual progress reports.

4.1 Tiers I, II, III and IV Partners

4.1.1 Employee Certifications: PHEP Recipients are required to adhere to all applicable federal laws and regulations, including OMB Circular A-87 and semiannual certification of employees who work solely on a single federal award. Per OMB Circular A-87, compensation charges for employees who work solely on a single federal award shall be supported by periodic certifications that the employees worked solely on that program during the certification period.

These certification forms shall be prepared at least semiannually and signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee. Recipients shall be able to document that the scope of duties and activities of these employees are in alignment and congruent with the intent of the PHEP cooperative agreement to build public health response capacity and to rebuild public health infrastructure in local public health agencies. These certification forms shall be retained in accordance with 45 Code of Federal Regulation, Part 92.42.

4.1.2 Alignment of Activities and Purchases: Activities conducted under and purchases made with this award shall be kept specific to the deliverables outlined in this document. Other activities and purchases, in line with the CDC grant guidance for BP 1 or previous budget period deliverables shall be allowed if assurances are made that all assigned deliverables for BP1 will be completed. Approval for this shall be on a case by case basis and conducted by ADHS.

4.1.3 Reporting: Progress on the deliverables and activities conducted with funds from this grant shall be reported in a timely manner with the submission of the Mid-Year and End-of-Year Reports. These documents shall be submitted to the ADHS BPHEP Preparedness Coordinator and posted to HSP. The location of this posted document shall also be provided to the ADHS BPHEP Preparedness Coordinator.

4.1.4 Financial: Submit Match Documentation at the time the budget is submitted for approval. The budget shall not be considered without this documentation present.

All fiscal reporting shall be done in a timely manner, as outlined in the Contract.

4.1.5 Grant Activity Oversight: Maintain a full-time, part-time or appointed public health emergency preparedness coordinator to have responsibility for oversight of all grant related activities, budgets and reports.

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
	Contract No: **ADHS12-007886**	Amendment No. 1	Procurement Specialist Cindy Sullivan

Emergency Preparedness Program

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

1. Effective August 31, 2011, replace Attachment A, Section 3, Activities, Pages Eighteen (18) through Twenty (20), of the original Agreement, with Attachment A, Section 3, Activities, Pages Two (2) through Three (3) of Amendment One (1).

All other provisions of this agreement remain unchanged.

Gila County Health and Emergency Services
Contractor Name

5515 S. Apache Ave, Suite 400
Address

Globe AZ 85501
City State Zip

CONTRACTOR SIGNATURE
In accordance with A.R.S. 35-391.06 and A.R.S. 35-393 06. the Contractor hereby certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

Contractor Authorized Signature

Tommie C. Martin, Chairman
Printed Name

Gila County Board of Supervisors
Title

CONTRACTOR ATTORNEY SIGNATURE
Pursuant to A R S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

1 24 12
Signature Date

Bryan Chambers, Chief Deputy County Attorney
Printed Name

This Intergovernmental Agreement Amendment shall be effective the date indicated The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory

State of Arizona

Signed this 7th **day of** February **2012**

Christine Ruth
Procurement Officer

Attorney General Contract No. PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General. who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

2-6-12
Signature Date
Assistant Attorney General

Printed Name: Jordan T. Ellel

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

3. ACTIVITIES

Report on the following activities in the semi-annual and annual progress reports.

3.1 Tiers I, II & III Partners

3.1.1 Domain Specific Reporting: During each quarter, sub-recipients shall be required to focus on the resource elements that are designated as "priority" items by the CDC. ADHS staff will produce a document before the start of each quarter that summarizes the priority resource elements for the quarter. Sub-recipients shall be required to review plans according to these priority resource elements or demonstrate that current plans are already sufficient. In many cases, local jurisdictions shall have already met the planning requirements. In some cases, additional plans or plan components shall be required.

Planning, training, and exercise activities for each quarter shall be limited to the specified domain and capabilities. It is understood that scheduling conflicts may require topics to be addressed outside of their assigned quarter, but sub-recipients shall make every effort to schedule activities according to the domain schedule where possible.

3.1.2 Pandemic Influenza Response Plans: Update and submit the pandemic influenza response plans, based on improvements identified in the 2009 H1N1 response by October 14, 2012.

3.1.3 SNS Program: Partners are required to attend a regional inventory system training delivered by ADHS before the midpoint of the grant cycle.

An annual site assessment of primary and secondary RSS Warehouse locations shall be conducted and documentation submitted to ADHS SNS Program Coordinator by August 9, 2012.

3.1.4 Corrective Actions: Ensure after action reports (AAR) and improvement plans (IP) are generated for any public health emergency exercise or real world event in which the public health entity participates and has a role. After action reports and improvement plans shall not need to be developed for the DSNS drills, if they are conducted as stand-alone drills.

Track and manage corrective actions identified in responses and exercises. Provide a description of the methodology used to track and manage the corrective actions.

Epidemiology

3.1.5 MEDSIS: County Partners shall designate and maintain a MEDSIS liaison, recruit and train additional external facilities on MEDSIS, and work with tribal health departments that are implementing MEDSIS. Tribal Partners shall work with ADHS to determine how or if they can utilize MEDSIS. The MEDSIS liaison is responsible for requesting/approving new users and informing ADHS when users should be removed.

3.1.6 CIFOR Evaluation: (County Only) County Partners shall have at least one (1) staff member participate in the CIFOR food borne disease toolkit evaluation.

3.1.7 On-Call Testing: (County Only) Participate in semi-annual State testing of the communicable disease on-call system using local and ADHS developed protocols, and provide a description of additional steps that would be taken by their department to investigate the disease

3.2 Tiers I & II Partners

Epidemiology

3.2.1 Communicable Disease Reporting: (County Only) Percent of infectious disease reports entered into MEDSIS by county health department staff within three business days of receiving report. Goal: Fifty percent or more

3.2.2 Communicable Disease Reporting: (County Only) Indicate the number of reports received, investigations conducted, specimens collected, responses with epidemiologist involvement for and average time from initiation of investigation to recommendation of interventions in suspected outbreaks; suspect cases of select agents, measles, meningococcal disease, shiga toxin-producing *E. coli*, and hepatitis A; and non-communicable disease incidents.

3.2.3 Registry Planning: Develop a plan for initiating a registry, including plans for exchanging information between health care facilities and a registry, during an emergency that involves within jurisdiction mass evacuation.

3.2.4 County / Tribal Coordination: Meet with coordinating partners semi-annually and list dates and agencies involved for working with a) tribal entities or Indian Health Services, and b) other agencies or health department divisions, on communicable disease surveillance or investigations.

3.2.5 Assessment: (County Only) Conduct an assessment of communicable disease communications to health care providers

3.3 Tier I Partners

Epidemiology

3.3.1 Communicable Disease Reporting Validation: (County Only) Validate communicable disease reporting for hospital inpatient and emergency department visits and for mortality surveillance, follow up with non-reporters identified, and develop education plan to address any potentially countywide reporting gaps identified.

3.3.2 Exercise/Real World Event: Conduct or participate in an exercise or real world event, involving activation of a registry during a mass evacuation.

3.3.3 Planning: (County Only) Develop a written protocol on the use of mortality data for the surveillance of major causes of morbidity and mortality due to reportable conditions.

3.3.4 Gap Assessment: (County Only): Develop a plan to address any gaps found in the assessment of communicable disease communications to health care providers conducted during BP10X.

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-1225 **Consent Agenda Item 5- D**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For:	Mary Hawkins, Court Administrator	Submitted By:	Coleen Stevens, Administrative Assistant, Superior Court
Department:	Superior Court	Division:	Superior Court Administration
Presenter's Name:			

Information

Request/Subject

2012-2013 Reappointment of Superior Court Judges Pro Tempore

Background Information

Gary Scales was appointed as full-time Judge Pro Tempore on May 1, 2010, to prepare for the retirement of Judge Peter DeNinno in July 2010, and he has served since that time. Currently he is assigned minor dependency, child support enforcement, criminal and domestic relations cases, though he also handles other matters as needed. Judge Scales' regular full-time salary is included in the County General Fund budget for the current fiscal year and will be requested for FY 2013.

Peter J. DeNinno served as Judge Pro Tempore since January 1, 1996, pursuant to a paid part-time appointment. He retired from regular service on July 1, 2010, and now serves on a very limited, as-needed basis.

Evaluation

Gary Scales was appointed as full-time Judge Pro Tempore on May 1, 2010. Judge Scales' regular full-time salary is included in the County General Fund budget for the current fiscal year. His services are necessary for the Court to process cases in a timely manner. The County receives reimbursement from the State for 2/3 of the time he spends on child support enforcement cases.

Peter J. DeNinno has served as Judge Pro Tempore since January 1, 1996, and retired on July 1, 2010, from regular service. He now serves on a very limited, as-needed basis, and funding is included in the County General Fund budget for the current fiscal year. His services are necessary on occasion for the court to process cases in a timely manner.

Conclusion

The Court needs Board of Supervisors' approval for the reappointment of Judge Gary V. Scales and Judge Peter DeNinno as Judges Pro Tempore for the period July 1, 2012, until June 30, 2013, for the Court to process cases in a timely manner.

Recommendation

Recommend that the Board of Supervisors approve Presiding Judge Peter J. Cahill's reappointment of Judge Gary V. Scales as full-time Judge Pro Tempore, and Judge Peter J. DeNinno as Judge Pro Tempore (on an as needed basis), for the Superior Court in Gila County for the period of July 1, 2012, to June 30, 2013.

Suggested Motion

Approval of the reappointment of Judge Gary V. Scales and Judge Peter J. DeNinno as Judges Pro Tempore for the Superior Court in Gila County for the period of July 1, 2012, through June 30, 2013.

Attachments

BOS Memo-Approve Scales Pro Tem FY13

BOS Memo-Approve DeNinno Pro Tem FY 13

BOS Approval Scales FY 13

BOS Approval DeNinno FY 13

PETER J. CAHILL
Presiding Judge
Extension 8686

MARY HAWKINS
Court Administrator
Extension 8671

Superior Court of Gila County

ROBERT DUBER, II
Judge, Division II
Extension 8690

Gila County Courthouse
1400 East Ash
Globe, Arizona 85501
(928) 425-3231

MEMORANDUM

DATE: **April 19, 2012**

TO: **Board of Supervisors**

FROM: **Peter Cahill, Presiding Judge**

RE: **Reappointment of Gary V. Scales as Judge Pro Tempore**

I am requesting Chief Justice Rebecca White Berch reappoint Gary V. Scales as full-time Judge Pro Tempore for the Superior Court in Gila County for the period of July 1, 2012 to June 30, 2013. Judge Scales' current term expires June 30, 2012.

Gary Scales was appointed as full-time Judge Pro Tempore on May 1, 2010, to prepare for the retirement of Judge Peter DeNinno in July 2010. Currently he is assigned minor dependency, child support enforcement, criminal and domestic relations cases, though he also handles other matters as needed.

Judge Scales' regular full-time salary is included in the county general fund budget for the current fiscal year. The County receives reimbursement from the State from the Family Law Commissioner program for Judge Scales' time in processing child support enforcement cases. *(This fiscal year through January the County has received back approximately **$43,650** for his services.)*

Enclosed is a proposed approval form for the Board to consider. I would appreciate your consideration and approval of this appointment. Please call me if you have any questions.

/cs

PETER J. CAHILL
Presiding Judge
Extension 8686

MARY HAWKINS
Court Administrator
Extension 8671

Superior Court of Gila County

ROBERT DUBER, II
Judge, Division II
Extension 8690

Gila County Courthouse
1400 East Ash
Globe, Arizona 85501
(928) 425-3231

MEMORANDUM

DATE: April 19, 2012

TO: Board of Supervisors

FROM: Peter Cahill, Presiding Judge

RE: Reappointment of Peter J. DeNinno as Judge Pro Tempore

I am requesting Chief Justice Rebecca White Berch reappoint Peter J. DeNinno as a Judge Pro Tempore for the Superior Court in Gila County for the period of July 1, 2012 to June 30, 2013. Judge DeNinno's current term expires June 30, 2012.

Peter DeNinno served as a part-time judge pro tempore from January 1996 until his retirement in July 2010. He was primarily assigned minor dependency and child support enforcement cases, though he also handled a limited criminal and domestic relations caseload and other matters as needed. He is now assigned on an 'as-needed' minimal basis.

Judge DeNinno is compensated at a superior court judge's hourly rate, and serves only occasionally. Compensation is currently included in the general fund budget and will be requested for FY 13.

Enclosed is a proposed approval form for the Board to consider. I would appreciate your considering and approving this appointment. Please call me if you have any questions.

/cs

APPROVAL OF APPOINTMENT OF JUDGE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **Gary V. Scales** as a Judge Pro Tempore in Superior Court in Gila County for the period of July 1, 2012 to June 30, 2013, pursuant to A.R.S. §§ 12-141 through 12-144(B) for the purpose of enhancing the court's ability to process cases. Gary V. Scales has previously served as a Judge Pro Tempore for Globe Justice of the Peace, and was appointed by Presiding Judge Peter Cahill, as a full-time Superior Court Judge Pro Tempore, on April 1, 2010.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

DATED this _____ day of _____, 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Tommie Martin, Chairperson

APPROVAL OF APPOINTMENT OF JUDGE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **Peter J. DeNinno** as a Judge Pro Tempore in Superior Court in Gila County for the period of July 1, 2012 to June 30, 2013, pursuant to A.R.S. §§ 12-141 through 12-144(B) for the purpose of enhancing the court's ability to process cases, on an 'as-needed' basis. Peter J. DeNinno has served as a Judge Pro Tempore since January 1, 1996.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

DATED this _____ day of _____, 2012.

GILA COUNTY BOARD OF SUPERVISORS

By: _____
Tommie Martin, Chairperson

ARF-1221 **Consent Agenda Item 5- E**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For: Joe Mendoza, Chief Building Official

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

Department: Community Development Division

Division: Community Development Administratio

Presenter's Name:

Information

Request/Subject

Building Safety Advisory & Appeals Board appointment.

Background Information

Bernie Lieder, a member and the chairman of the Building Safety Advisory & Appeals Board, passed away March 4, 2012. The Advisory & Appeals Board met on April 10, 2012 and Mr. Perry Schaal was mentioned as a replacement for Mr. Lieder. Mr. Schaal is available and willing to serve.

Evaluation

ARS 11-862 and the Gila County Building Code Ordinance require that the Advisory Board consist of members who are Gila County residents with experience in certain categories. One of the categories described is a person engaged in the electrical, mechanical or plumbing trade. Mr. Schaal is a licensed commercial and residential plumber who resides in Pine. The Building Code Ordinance requires that an appointment made to fill an unexpired term shall be made for the remainder of that unexpired term only. The current members of the Advisory & Appeals Board recommended that the vacancy be filled by someone with experience in both commercial and residential plumbing. There are currently no members with this expertise on the Advisory & Appeals Board.

Conclusion

Mr. Schaal meets the requirements to be a member of the Advisory & Appeals Baord.

Recommendation

We recommend that the Board of Supervisors appoint Mr. Schaal to the Building Safety Advisory & Appeals Board to fill the current vacancy created by Bernie Lieder with a term to expire December 31, 2013.

Suggested Motion

Approval to appoint Perry Schaal to fill the unexpired term of office for Bernie Lieder on the Building Safety Advisory & Appeals Board, which expires December 31, 2013.

Attachments

Building Safety Advisory and Appeals Board Membership List

Section 4 of the Gila County Bldg Code Ord

ARS 11-862

n

GILA COUNTY BUILDING SAFETY ADVISORY AND APPEALS BOARD

(Proposed to BOS on 5/22/12 and if approved, the list will be as follows)

NAME OF MEMBER *This Board was created on 10/23/07 and these members were appointed on 3/4/08.	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) New Appointment: Choose "A" or "B" A -for existing vacancy or B -to fill a vacancy created by (provide name) or Reappointment: Mark with a "C" and include number of years served prior to most recent appointment		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM (# of years)
~~Bernie Lieder-District 1~~ (deceased)	~~D~~	~~C (11/17/09)~~	~~1 year 9 months~~	~~01/01/10-12/31/13~~	~~4~~
Perry Schall – Plumber	D	B (05/22/12)	- (Bernie Lieder)	05/22/12-12/31/13	1 year, 7 months
Richard Franco-Home Inspector	D	C (11/17/09)	1 year 9 months	01/01/10-12/31/13	4
Mike Hanich-Architectural Draftsman	D	C (01/24/12)	3 years 9 months	01/01/12-12/31/15	4
Peter Havens-Electrician	D	C (04/21/09)	9 months	01/01/09-12/31/12	4
John Marcanti-Electrician/HVAC Contractor	D	C (03/15/11)	2 years 9 months	01/01/11-12/31/14	4
Bob O'Connor-HVAC Contractor	D	C (03/15/11)	2 years, 9 months	01/01/11-12/31/14	4
Pete Oddonetto-General Contractor	D	C (01/24/12)	3 years 9 months	01/01/12-12/31/15	4

Appointment Designation Definitions:

A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

B) Supervisor Appointment: Member unrestricted by district.

C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E) Alternate Members: As defined by individual committee criteria.

SECTION 4. ADVISORY AND APPEALS BOARD

A. Authority and Purpose

1. Pursuant to Arizona Revised Statutes, Title 11, Chapter 6, Article 3, § 11-862 there shall be and is hereby created the Building Safety Advisory and Appeals Board. Whenever the terms "Board", "Advisory Board", "Board of Appeals" or "Advisory and Appeals Board" appear in the Building Code or the Building Code Ordinance, they shall mean the Building Safety Advisory and Appeals Board.

2. This Advisory and Appeals Board is established to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods.

3. The Advisory and Appeals Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.

4. The functions, duties and rules of procedure for conducting the business of the Advisory and Appeals Board shall be as specified in this section.

B. Members and Qualifications

1. The Advisory and Appeals Board shall consist of seven (7) members appointed by and serving at the pleasure of the Board of Supervisors. Initial appointments shall be made as follows:
   a. Two members shall be appointed to four year terms.
   b. Two members shall be appointed for three year terms.
   c. Two members shall be appointed for two year terms.
   d. One member shall be appointed to a one year term.

   Thereafter, members shall be appointed for a term of four (4) years, staggered so that at least one but not more than two terms expire each year.

   The Building Official shall serve as a non-voting ex officio member of the Board and shall act as secretary to the Board.

2. Members of the Advisory and Appeals Board must be residents of Gila County but cannot be employees of Gila County government. This Board shall include members from the following categories to the extent that persons meeting the qualifications are available and willing to serve:
   1. An architect duly licensed in the state of Arizona.
   2. A professional engineer duly licensed in the state of Arizona.
   3. A general contractor duly licensed in the state of Arizona

4. A person representing the public
5. A person engaged in the electrical, mechanical or plumbing trade.

3. Each member of this Board shall have substantial experience in at least one of the fields covered by the Building Code and must be qualified by experience and training to decide on matters pertaining to building construction.

4. Members of this Board shall serve without compensation except for reimbursement of expenses as approved by the Board of Supervisors. This Board shall not be empowered to incur debts, nor make any purchases nor enter into any contracts or agreements binding Gila County.

C. Vacancies

1. A vacancy shall be filled in the same manner in which original appointments are made. An appointment made to fill an unexpired term shall be made for the remainder of that unexpired term only.

2. Board members may resign from their appointed position at any time for any reason. However, a thirty (30) day written notice of resignation should be provided to the Secretary of the Board.

3. The Board of Supervisors may remove any member who is absent from more than three (3) consecutive Board meetings or 50% or more of all Board meetings held during any one calendar year or for other due cause as determined by the Board of Supervisors. Written notice of removal shall be delivered to the member being removed and a copy shall be furnished to the Secretary of the Board who will provide the Chairman of the Board with a copy.

4. Members shall give advance notice of any anticipated absence to the Secretary of the Board to allow the Secretary to assure the presence of a quorum.

D. Duties of the Board

1. The Board shall hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods. The Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.

2. The Board shall elect from its members a Chairman and Vice-Chairman by majority vote of the members at the first meeting of each calendar year to serve for a term of one calendar year.

3. Legal Counsel shall be provided by the Gila County Attorney or a Deputy County Attorney.

4. The Chairman shall preside at all meetings, shall conduct all hearings, and shall exercise and perform such other duties as may be required or assigned by the Board. The Chairman shall rule on procedure or on order of presentation at all Board meetings or hearings.

5. In the absence of the Chairman, the Vice-Chairman shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.

6. In the absence of both the Chairman and the Vice-Chairman, a Chairman pro-tempore shall be elected by majority vote from among the members present. In the absence of the Chairman and the Vice-Chairman, the Chairman pro-tempore shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.

7. All members present at a hearing or meeting of the Board shall vote unless abstaining due to a conflict of interest. In the event of a tie, the Chairman shall call for an additional or amended motion in an attempt to resolve the tie. If the tie cannot be resolved, the vote shall be reflected in the minutes.

8. Any member of the Board who has a conflict of interest in any matter brought before the Board shall make known such interest in the record of the proceeding and shall refrain from voting upon or otherwise participating in the deliberations and decisions regarding such matter.

9. The Secretary of the Board shall keep or cause to be kept minutes of the proceedings of the Board and shall provide an agenda to each Board member prior to the time set for any Board hearing or meeting.

10. The Secretary of the Board shall be custodian of the records of the Board.

E. <u>Hearings and Meetings</u>

1. The Board shall meet at the call of the Chairman or at the request of the Building Official but at least two times in any calendar year.

2. All Board meetings and hearings are subject to the Arizona Open Meeting Law and shall be conducted per Robert's Rules of Order. However, the Board has the option of waiving any portion of those rules that they choose.

3. Notice of the date, time and place of any regular or special meeting or hearing of the Board, including an agenda of the matters to be addressed, shall be given at least seven (7) days prior to the meeting by posting notice to the general public.

4. The Board may approve, approve with conditions and/or stipulations, deny or continue any issue brought before them.

5. The Board shall be the judge of the qualifications of a person appearing as an expert witness. The Board shall determine the extent of consideration to be given to the testimony or evidence presented by a person appearing as an expert witness.

6. During any hearing or meeting of the Board, The Building Official may be called upon to clarify the Code requirement(s) and/or support the position of the Building Safety Department on any particular order, decision or determination currently held or being enforced.

F. Quorum and Voting

1. Four members constitute a quorum. If a quorum cannot be obtained, the meeting shall be rescheduled.

2. Any vote of the Board shall be recorded in the minutes. If the vote is not unanimous, each member's vote will be recorded individually.

3. An approval of a motion shall be accomplished by an affirmative vote of a majority of members present. The motion is then considered to have carried or been passed.

4. Any motion that fails to obtain a majority vote of the members present shall be considered a denial of the motion. The motion is considered to have failed or been denied.

5. The Board may reconsider a motion which has passed if a member who voted in favor of the original motion makes a motion to reconsider within the same meeting and the motion to reconsider passes.

G. Appeals

1. Any person(s) may initiate an appeal of an order, decision, or determination made by the Building Official relative to the application and interpretation of the Building Code. A Notice of Appeal must be filed within thirty (30) days after receipt of such an order, decision, or determination. The Board may refuse to grant a hearing of any case in which the appellant requests a waiver of any provision of the Building Code.

1. A Notice of Appeal must be filed with the secretary of the Advisory and Appeals Board specifying the reasons and circumstances for the appeal. Appeals of orders, decisions, or determinations made by the Building Official relative to the applications and interpretation of the Building Code shall be made in writing and shall be directed to a specific order, decision or determination of the Building Official. The Board shall limit their consideration of the appeal to that specific order, decision or determination.

2. The Secretary of the Board shall furnish copies of all records pertaining to the appeal to each member of the Board. Appeals must be based on a claim that the true intent of the code or adopted rules has been incorrectly interpreted, that the provisions of the code do not apply or that the proposed form or method of construction is equal to or better than required by Code. A self-imposed or financial hardship does not constitute grounds for an appeal. The appellant must bear the cost of any tests or research required to substantiate appellant's claim(s).

4. The Advisory and Appeals Board shall hold a public hearing for an appeal within fifteen (15) days of receipt of the Notice of Appeal. Public notice of the hearing shall be posted (7) days prior to the hearing date. An appeal stays all proceedings against the appellant in the matter appealed, unless the Building Official notifies the Board in writing that, in the Building Official's opinion, a stay creates imminent danger to life or property. Under these circumstances, proceedings shall not be stayed except by court order or by determination of the Advisory and Appeals Board as a result of a properly noticed public meeting specifically called for that purpose.

5. If the appellant fails to appear at a hearing, the Board may choose to continue the hearing to a later date at which the appellant can be present.

6. In any hearing for appeal, the Building Official may be called upon to clarify the Code requirement(s) and/or to support the position of the Building Safety Department on the particular order, decision or determination being appealed.

7. The Advisory and Appeals Board shall make a decision within fifteen (15) days of the date of the meeting called to decide the appeal. A decision in favor of the appellant shall be in the form of a written directive to the Building Official to carry out the decision of the Board subject to any conditions and/or stipulations required by the Board. In any case where the Board denies an appeal, the Board reserves the right to refuse to consider another appeal on the same subject matter and like circumstances for one year from the date of the hearing in question.

8. Appeals will be heard at special meetings called and noticed pursuant to the requirements of this section. Hearing dates will be scheduled to allow for noticing and posting requirements to be met.

9. In their written request for a hearing, appellants shall disclose any evidence, witness(es) or testimony, other than their own, that they intend to present at the hearing. Failure to disclose may be cause for the Board to delay the presentation of such evidence, witness(es) or testimony.

10. The Board may request that the County Attorney or Deputy County Attorney be present at appeal hearings. In their written request for a hearing, appellants shall disclose their intent to be represented by an attorney. The Board may choose to continue a hearing where an appellant is represented by an attorney and, for whatever reason, the County Attorney or Deputy County Attorney is unable to appear on behalf of the Board.

11. Findings and decisions of the Advisory and Appeals Board shall be binding upon the Building Official and the appealing party subject to appeal to the Board of Supervisors. Only the appellant or the Building Official may appeal a decision of the Board to the Board of Supervisors. All findings, decisions and rulings made by the Board shall be reported in writing to the Board of Supervisors.

H. Limitation of Authority

The Advisory and Appeals Board shall have no authority relative to interpretation of the administrative provisions of the Building Code nor shall the Board be empowered to waive requirements of the Building Code.

11-862. Advisory board; appointment; terms; duties

A. Any code adopted pursuant to this article shall contain a provision for an advisory board consisting of at least five members in order to determine the suitability of alternative materials and construction and to permit interpretations of the provisions of such code. The advisory board shall consist of at least five but not more than seven members and shall include at least members from the following categories, to the extent the persons meeting the qualifications are available within the county and are residents of such county:

1. An architect duly licensed in the state of Arizona.
2. A professional engineer duly licensed in the state of Arizona.
3. A general contractor duly licensed in the state of Arizona.
4. A person representing the public and a resident of the county.
5. A person engaged in the electrical, mechanical or plumbing trade.

B. If the advisory board consists of more than five members, the additional members may be engaged in the construction and design industry.

C. The county official charged with the enforcement of the code shall serve, without vote, as an ex officio member of the board and shall act as secretary.

D. Each appointee shall have substantial experience in the field covered by the particular code. Except as provided in subsection F of this section, members of the advisory board shall be appointed by the board of supervisors. Members shall be appointed for a term of four years, staggered so that at least one but no more than two terms expire each year. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.

E. The functions and duties of the advisory board may be specified by regulation by the board of supervisors.

F. If the county and a city or town contract to provide for enforcement of codes pursuant to section 11-863, by intergovernmental agreement pursuant to chapter 7, article 3 of this title, the manner in which appointments are made to the advisory board may be specified in the agreement.

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ARF-1243 **Consent Agenda Item 5- F**

Regular BOS Meeting

Meeting Date: 05/22/2012

Submitted For: Linda Eastlick, Elections Director

Submitted By: Liz Mata, Administrative Clerk, Elections Department

Department: Elections Department

Presenter's Name:

Information

Request/Subject

Canyon Fire District Governing Board Vacancy Appointment.

Background Information

ARS 48-803(B) provides that if a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member.

Evaluation

At the Canyon Fire District Governing Board meeting of February 18, 2012, the Governing Board accepted the resignation of Quentin Johnson. During the March 16, 2012, meeting of the Canyon Fire District Governing Board, the board appointed Michael Peterson to complete Mr. Johnson's term of office which expires November 30, 2012.

Conclusion

Michael Peterson has agreed to serve out the term of Quenton Johnson.

Recommendation

The Elections Department recommends the Board of Supervisors acknowledge the resignation of Quenton Johnson and the appointment of Michael Peterson as the new Governing Board member for the Canyon Fire District effective March 16, 2012.

Suggested Motion

Acknowledgment of the resignation of Quentin Johnson from the Canyon Fire District Governing Board and the appointment of Michael Peterson to complete the term of Mr. Johnson, which expires November 30, 2012.

Attachments

ARS 48-803

Canyon Fire District Resignation-Meeting Minutes & Oath

48-803. District administered by a district board

A. In a district that the board of supervisors estimates has a population of fewer than four thousand inhabitants, the district board may consist of three or five members. In a district that the board of supervisors estimates has a population of four thousand or more inhabitants, the district board shall consist of five members, and for a noncontiguous county island fire district formed pursuant to section 48-851, the board shall consist of five members. The estimate of population by the board of supervisors is conclusive and shall be based on available census information, school attendance statistics, election or voter registration statistics, estimates provided by state agencies or the county assessor, or other information as deemed appropriate by the board of supervisors. If the board of supervisors determines, at any time prior to one hundred twenty days before the next regular scheduled election for members of a district board, that the population of a fire district administered by a district board consisting of three members exceeds four thousand inhabitants, estimated as provided in this section, the board of supervisors shall order an increase in the number of members of the district board. If the board of supervisors determines at any time prior to one hundred eighty days before the next regularly scheduled election for members of a district board that the population of a fire district administered by a district board that consists of five members exceeds fifty thousand inhabitants as prescribed in this section, the board of supervisors shall inform the district board that it may expand to seven members. Any expansion to seven members shall occur by majority vote of the district board. The increase is effective for the election of the additional members at the next regular election of members of the district board.

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

C. Members of the district board shall serve without compensation, but may be reimbursed for actual expenses incurred in performing duties required by law.

D. The board of a fire district shall appoint or hire a fire chief.

E. The district board shall elect from its members a chairman and a clerk.

F. Of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms. Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

CANYON FIRE DISTRICT

REGULAR BOARD MEETING

FEBRUARY 18, 2012

Present:
Chairman Jerry McCreary
Vice Chairman Jim Foley
Secretary Mary Vucichevich
Captain Clayton Kimbrough

The Canyon Fire District Regular Board Meeting was brought to order at 11:00 a.m. by Chairman Jerry McCreary.

1. Pledge of Allegiance – Led by Vice Chairman Jim Foley.

2. Invocation – Given by Chairman Jerry McCreary.

3. Roll call of Board Members – Taken by Secretary Vucichevich

4. Consent Agenda
   a. Approval of Minutes for the meeting of December 9, December 23, and January 13, 2012.
      Motion for approval was made by Vice Chairman Foley, seconded by Chairman McCreary. With no further discussion, motion carried.
   b. Financials for January, 2012.
      Motion for approval was made by Vice Chairman Foley, seconded by Chairman McCreary. With no further discussion, motion carried.

5. Renewal of IGA – Globe Fire Department.
   The contract with Globe Fire Department that provides supervision from Globe Fire Chief Al Gameros expired January 31, 2012. The cost is $1,000 per month. There was discussion about renewing the contract through the end of the fiscal year, June 30, 2012. Vice Chairman Foley would like to renew the contract but asked that next time a review of the contract be made at least one month before the end of the fiscal year. Chairman McCreary agreed. McCreary noted that following approval from the Canyon Fire Board, the item will be sent to the Globe Fire Department Board for their approval. Vice Chairman Foley made a motion to renew the IGA contract with the Globe Fire Department, seconded by Chairman McCreary. There was no further discussion and motion carried unanimously.

6. Renewal of IGA with Globe Fire Department – Duplication, no action needed. Vice Chairman Foley made a motion to delete item 6, seconded by Chairman McCreary. Motion passed unanimously.

7. Renewal of Arizona State Land Contract Agreement – Discussion about renewal date, April 15th. Captain Kimbrough said amendments are being made to State Land Contracts and no contracts are being issued by the State at this time. The State will make notification when the amendments have been completed and new contracts are available. They also have a web site that can be used if the department is not notified. Vice Chairman Foley said a review of the equipment list needs to be made to ensure proper inventory for billing purposes used by the State. Vice Chairman Foley would like to review the daily and hourly rates for equipment as well as personnel. Chairman McCreary asked that Chief Gameros and Captain Kimbrough gather more information on this matter and come back with a report to the Board. Vice Chairman Foley made a motion to table the renewal of the State Land Contract Agreement until the next meeting, seconded by Chairman McCreary. There was no further discussion and motion passed unanimously.

8. Acceptance of Quentin Johnson's resignation – Letter of resignation from Quentin Johnson was received. Secretary Vucichevich was instructed to prepare the paperwork for Linda Eastlick reference finalization of the resignation . Vice Chairman Foley made a motion to accept Quentin Johnson' resignation and follow the finalization process with the County Elections Board, seconded by Chairman McCreary. Vice Chairman Foley suggested a plaque be made for Johnson's years of service. This was agreed upon and plans were made to contact an engraver. With no further discussion, motion carried unanimously. A copy of the letter of resignation, along with a copy of the Board minutes accepting same, will be sent to the County Elections Board by Secretary Vucichevich.

9. Department Reports - Chief Gameros - A copy of Chief Gameros' January 2012 report was distributed for review. Chief Gameros was unable to attend this meeting; therefore, Chairman McCreary went over his report in detail. The items addressed were:

   48/96 work schedule has been implemented and is working well.
   A decision was made to have staff meetings on the first Tuesday of each month.

   The topics discussed at the February 1, 2012 meeting were as follows:
   A monthly training calendar will be posted at the Fire Station;
   The Helicopter will be dispatched through the Gila County Sheriff's Office;
   Completion of NIMS courses for federal grants;
   Testing of all personnel by Globe Fire Department, background checks, drug screens.

   Chairman McCreary asked Captain Kimbrough for an update on the personnel checks. Captain Kimbrough updated the Board Members on pending applications, volunteer status, reserve testing, etc.

   The sale process of high maintenance cost vehicles;
   Physical fitness programs;
   Status of Firefighter I and II courses at Gila CCC;

To Canyon Fire District: 1/13/12

Recently I accepted a new position with the Forest Service that requires me to move from Globe to Tusayan, Arizona. The last day that I will live within the Canyon Fire District will be January 24, 2012. Immediately following the January 13 meeting, I am resigning from my position as Vice Chairman of the Canyon Fire District Board of Directors. I have enjoyed being a Board member for the last year or so, and I am sorry to leave the Board with so much that still needs to be done. Thank you,

Quentin Johnson

Vice Chairman of the Board

Canyon Fire District

CANYON FIRE DISTRICT

REGULAR BOARD MEETING

March 16, 2012

Present:
Chairman Jerry McCreary
Vice Chairman Jim Foley
Secretary Mary Vucichevich
Chief Al Gameros
Captain Clayton Kimbrough

The Canyon Fire District Regular Board Meeting was brought to order at 7:00 p.m. by Chairman Jerry McCreary.

1. Pledge of Allegiance – Led by Chief Gameros.

2. Invocation – Given by Jim Foley

3. Roll call of Board Members – Taken by Secretary Vucichevich

4. Consent Agenda
   a. Approval of Minutes for the meeting, February 18, 2012.
      Motion for approval was made by Vice Chairman Foley, seconded by Chairman McCreary. With no further discussion, motion carried.
   b. Financials for February, 2012.
      Motion for approval was made by Vice Chairman Foley, seconded by Chairman McCreary. With no further discussion, motion carried.

5. Appoint new board member. This appointment is to fill vacant position of Clerk.
   The Chairman McCreary ran an ad in the newspaper to find a board member to fill the vacant position. Michael Peterson responded to the ad and the Board accepted his application. The Board discussed the election process and explained the requirements to Michael Peterson.
   Motion for approval was made by Vice Chairman Foley, seconded by Chairman McCreary. Mary Vucichevich was instructed to complete the necessary documents, and notify the Election Board of the new appointment.

6. Renewal of the Accident and Sickness Insurance. Vice-Chairman Foley explained the benefits of the Accident and Sickness Insurance, explaining the coverage to the attending Fire Fighters.

When recorded deliver to
Gila County Board of Supervisors
Attention: Linda Eastlick, Elections Director

Sent to be recorded 5/1/12

LOYALTY OATH OF OFFICE

STATE OF ARIZONA)
: ss.
COUNTY OF GILA)

I, hereby do solemnly swear that I, Michael Peterson, will support the Constitution of the United States and the Constitution and Laws of the State of Arizona; that I will true faith and allegiance bear to the same and defend them against all enemies whatsoever, and that I will faithfully and impartially discharge the duties of governing board member of the Canyon Fire District, county of Gila, state of Arizona, so help me God.

DATED this 4 day of April, 2012.

Michael Peterson

Subscribed and sworn to before me this 4 day of April 2012.

OFFICIAL SEAL
BETTY A. DOMINGUEZ
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 24, 2012

Betty A. Dominguez
Notary Public

My Commission Expires:
April 24, 2012

ARF-1257 **Consent Agenda Item 5- G**

Regular BOS Meeting

Meeting Date: 05/22/2012

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

Pleasant Valley Historical Society Special Event Liquor License Application for July 20-22, 2012

Background Information

This is the fourth consecutive year that the Pleasant Valley Historical Society has submitted a Special Event Liquor License Application to serve liquor at a fund-raiser team roping event.

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (Department) approves all liquor-related applications; however, part of the Department's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the Department for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Chief Deputy Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This charitable organization has properly completed the application and if the Board of Supervisors approves the application, the Pleasant Valley Historical Society will have used 3 days of the allowable 10 days to serve liquor at a special event in 2012.

Recommendation

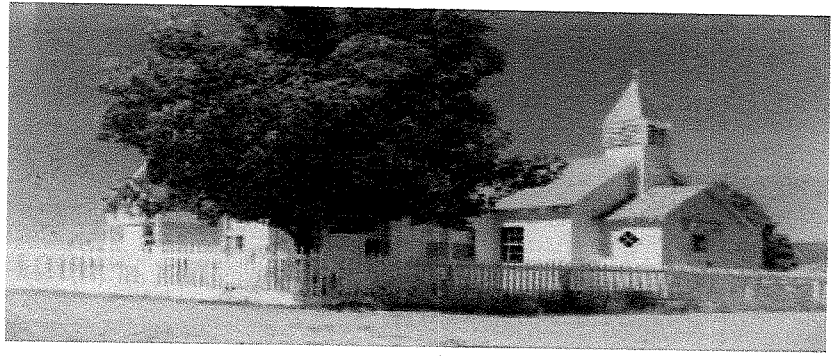
The Chief Deputy Clerk of the Board of Supervisors recommends that the Board of Supervisors approve this application, which will allow the Pleasant Valley Historical Society to serve liquor at the Pleasant Valley Community Center to raise funds during the Ted Meredith Memorial Roping event to be held on July 20-22, 2012. 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 Pleasant Valley Historical Society to serve liquor at the Ted Meredith Memorial Roping event to be held on July 20-22, 2012.

Attachments

Pleasant Valley Historical Society Special Event Liquor License Application



Pleasant Valley Historical Society
P.O. Box 53
Young, AZ 85554
ATTN: Nacelle Reynolds
928-462-3095
nacelle@me.com

Gila County Courthouse
1400 E. Ash Street
Globe, AZ 85501
928-425-3231
ATTN: Marian Sheppard

Dear Gila County,

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix, Arizona 85007-2934
(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 PROCESSING.

****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: Pleasant Valley Historical Society
2. Non-Profit/I.R.S. Tax Exempt Number: 0988400-6
3. The organization is a: (check one box only)

   ☑ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)

   ☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☑ on-site consumption ☐ off-site consumption (auction) ☐ both

   Fundraising event at Ted Meredith Roping to support general operating costs of the museum.
5. Location of the event: 184 Midway Avenue Young Gila 85554

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 3 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 Pleasant Valley Historical Society 100% (Percentage)

Address PO Box 53 Young, AZ 85554

Name _____ _____ (Percentage)

Address _____

(Attach additional sheet if necessary)

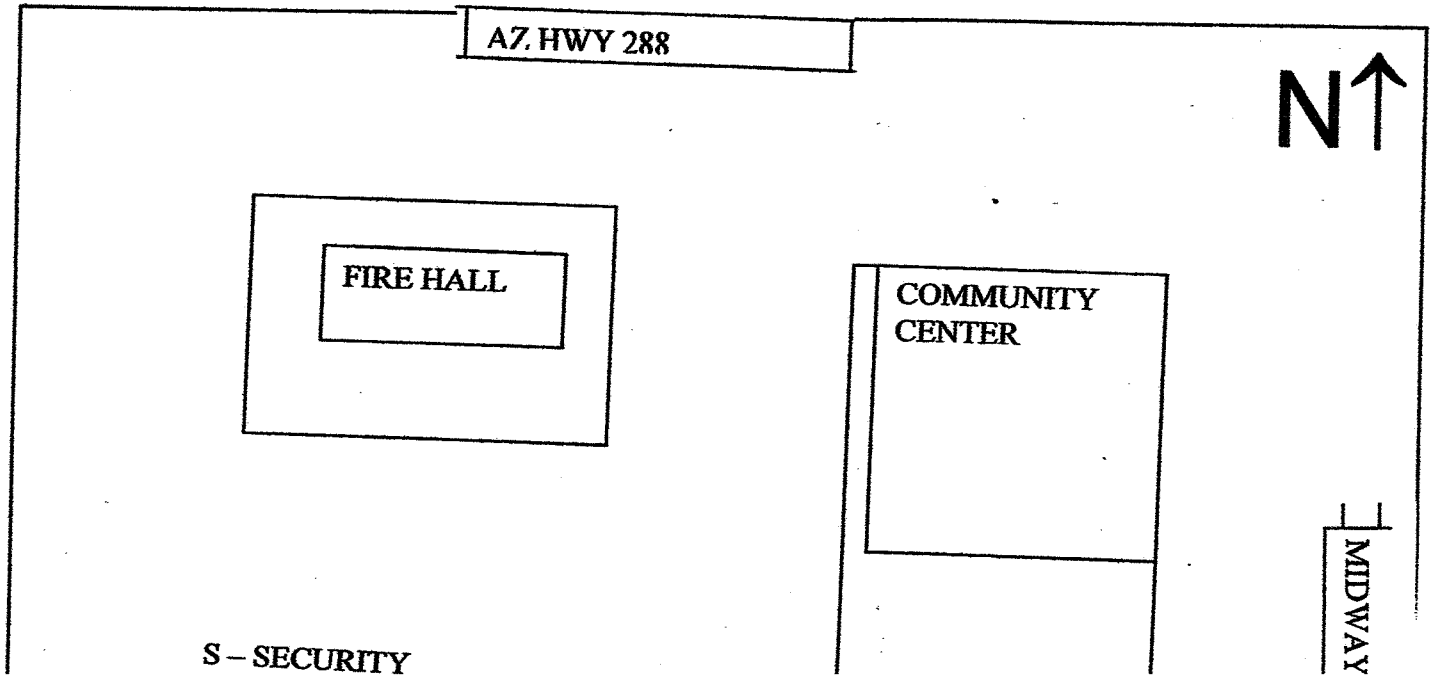
14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

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)

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, Pamela Perling (Print full name) 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 [signature] (Signature) Director (Title/Position) May 5 2012 (Date) 928-302-3095 (Phone #)

OFFICIAL SEAL
DANA REYNOLDS
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires Nov. 4, 2014

State of AZ County of Pima

The foregoing instrument was acknowledged before me this 5 (Day) 5 (Month) 2012 (Year)

My Commission expires on: 11-4-14 (Date) [signature] (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Nacelle Reynolds (Print full name) 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 [signature] (Signature)

OFFICIAL SEAL
DANA REYNOLDS
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires Nov. 4, 2014

State of AZ County of Pima

The foregoing instrument was acknowledged before me this 5 (Day) 5 (Month) 2012 (Year)

My commission expires on: 11-4-14 (Date) [signature] (Signature of NOTARY PUBLIC)

ARF-1254 **5- H**

Regular BOS Meeting

Meeting Date: 05/22/2012

Reporting Period: May 1, 2012, BOS Meeting Minutes

Submitted For: Marilyn Brewer, Deputy Clerk, BOS

Submitted By: Marilyn Brewer, Deputy Clerk, BOS, Clerk of the Board of Supervisors

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Information

Subject

May 1, 2012, BOS Meeting Minutes

Suggested Motion

Approval of the May 1, 2012, BOS meeting minutes.

Attachments

BOS 05-01-12 Meeting Minutes

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: May 1, 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

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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 (via ITV conferencing); 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. Bryan Chambers led the Pledge of Allegiance and David Caddell delivered the invocation.

Item 2 – REGULAR AGENDA ITEMS:

2A. Information/Discussion/Action to adopt Proclamation No. 12-05 to proclaim May 3, 2012, as the National Day of Prayer in Gila County.

Lerry Alderman, a resident of Globe, invited the Board and the public to join in a day of prayer for the national, state and local leaders. The prayer will begin at the Globe Courthouse steps on May 3, 2012, at 9:30 a.m. and then a prayer will be held at the City of Globe, followed by a prayer at the Town of Miami. Vice-Chairman Dawson thanked Mr. Alderman for taking the leadership in getting this Proclamation adopted for the National Day of Prayer and seeing that it's carried on each year and certainly taking time to pray for our country and those in all levels of leadership as it is something that is important. Don McDaniel, County Manager, stated that a similar type of event will be held at the County Complex in Payson on the same date. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Proclamation No. 12-05 to proclaim May 3, 2012, as the National Day of Prayer in Gila County. **(A copy of the Proclamation is permanently on file in the Board of Supervisors' Office)**

2B. Information/Discussion/Action to approve the contents of the Southern Gila County Community Wildfire Protection Plan and sign the declaration of agreement and concurrence.

Debra Williams, Deputy Director of Emergency Services, requested approval of the Southern Gila County Community Wildfire Protection Plan (Plan). This Plan was developed in accordance with the Healthy Forests Restoration Act of 2003 as a tool for at-risk populations and communities to work together to determine and reduce the risk of wildfires and enhance public and firefighter safety. This Plan identifies the acreage in 13 communities that are at high risk of potential wildfires. The Plan has been signed by the fire chiefs of all of the local fire departments and fire districts that operate in southern Gila County. Ms. Williams stated that the goal is for the implementation of this Plan to become as relevant in the southern Gila County communities as the Northern Gila County Wildfire Protection Plan has been in northern Gila County since its adoption in 2004. She advised that upon approval by the Board, it will be forwarded to the Arizona State Forester and then the Plan will go back to the contractor who will produce the final signed Plan. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved the contents of the Southern Gila County Community Wildfire Protection Plan and signed the declaration of agreement and concurrence. **(A copy of the Plan is on file in the Board of Supervisors' Office)**

2C. Information/Discussion/Action to approve an Intergovernmental Agreement (Contract No. ADHS12-020644) between the State of Arizona Department of Health Services and Gila County Health Services to assist Gila County in completing a Community Health Assessment and Community Health Improvement Plan in the amount of $40,000 and an additional $5,000 to assist in the creation of strategic plan for the Gila County Health & Emergency Services Division for a period of one year beginning April 2012, and terminating April 2013.

Michael O'Driscoll, Health and Emergency Services Division Director, stated that upon approval of this Intergovernmental Agreement, the State of Arizona has graciously offered to provide Gila County with $40,000 to perform a Community Health Assessment (CHA), which is the first step in the move toward the national accreditation process. Once the County completes the CHA and gets approval from the State, the Arizona Department of Health Services (ADHS) will provide Gila County with an additional $5,000 to work on a strategic plan to implement the information that has been garnered from the CHA in order to move toward its national accreditation. The County will contract with a consultant that specializes in CHAs, who will then meet with ADHS on June 5, 2012, and put together a plan for Gila County's CHA. The consultant will then go directly to the community and do the community outreach by surveying the residents of Gila County on health issues. That data will then be used to create a Community Health Improvement Plan (CHIP). The CHIP will target some of the public health issues that might not have been

identified in the past in order to affect some positive outcomes. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved an Intergovernmental Agreement (Contract No. ADHS12-020644) between the State of Arizona Department of Health Services and Gila County Health Services to assist Gila County in completing a Community Health Assessment and Community Health Improvement Plan in the amount of $40,000 and an additional $5,000 to assist in the creation of strategic plan for the Gila County Health & Emergency Services Division for a period of one year beginning April 2012, and terminating April 2013.

2D. Information/Discussion/Action to accept a grant award in the amount of $5,000 from the Robert Wood Johnson Foundation for the Division of Health and Emergency Services to complete a quality improvement project.

Mr. O'Driscoll stated this is a grant award from the Robert Wood Johnson Foundation, which is the largest foundation for public health in the country. This $5,000 grant will be used to implement a quality improvement project for the County's communicable disease investigation reporting process. The County will assess its process for investigating food-borne, water-borne and other types of public health communicable disease outbreaks. A professional quality improvement teacher will then come into the County and train staff on quality improvement and how to make these improvements to the County's current communicable disease reporting process. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously accepted a grant award in the amount of $5,000 from the Robert Wood Johnson Foundation for the Division of Health and Emergency Services to complete a quality improvement project.

2E. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 040112-1 for the purchase of bulk fuel and lubricants to be used by the Gila County Fleet/Fuel Management Department.

Steve Stratton, Public Works Division Director, advised that the County's current contract expires on June 3, 2012; therefore, he was requesting permission to advertise for bids on May 2 and May 9, 2012, with bids being due back by May 18, 2012. The purchase will be for all locations where the County has tanks. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously authorized the advertisement of Invitation for Bids No. 040112-1 for the purchase of bulk fuel and lubricants to be used by the Gila County Fleet/Fuel Management Department.

2F. Information/Discussion/Action to adopt Resolution No. 12-05-05 which declares continued support to maintain the projects described in the Arizona Department of Transportation's Five Year Transportation Facilities Construction Program as reconstruction and lane additions to

U.S. 60, the Silver King and Superior Streets sections, to begin no later than FY 2013.

Mr. Stratton stated that Gila County has been working diligently to get a divided highway between the valley (Phoenix area) and at least Superior. Last month County staff made a presentation to the Arizona Department of Transportation (ADOT) Board in Flagstaff, which included a resolution of support from Pinal County since this project is located in Pinal County. Mr. Stratton requested this resolution of support from the Gila County Board of Supervisors for its continued support of this project. This project was originally slated to begin in 2013; however, ADOT has since moved the project to begin in 2015. The plans are 30% complete at this time and in talking to the designers if this is made a priority by ADOT, it can be ready to be advertised a year from now for at least the Silver King Section. There are some issues with the Superior Street Section and this coming Monday a meeting will be held and there may be a possibility of splitting this project; however, at this point he would like to move forward with both projects listed in the Resolution. Vice-Chairman Dawson stated that the County often gets bad press when it is out supporting issues and this is a proposal that definitely has a strong affect on transportation for people coming from the valley or those from this community driving toward Phoenix. Although this project is in Pinal County, it will certainly be a great benefit to Gila County and its residents. Supervisor Pastor agreed and Chairman Martin added that she is delighted that Gila County has had a big hand through the years in making this happen. She stated that having a double lane through that area will also help with economic development in southern Gila County. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously adopted Resolution No. 12-05-05, which declares continued support to maintain the projects described in the Arizona Department of Transportation's Five Year Transportation Facilities Construction Program as reconstruction and lane additions to U.S. 60, the Silver King and Superior Streets sections, to begin no later than FY 2013. **(A copy of the Resolution is permanently on file in the Board of Supervisor's Office.)**

2G. Information/Discussion/Action to approve the Section 5316 Grant Program Application for submission by the Gila Employment and Special Training (GEST) Program Manager to the Arizona Department of Transportation in the amount of $30,000, which includes a GEST match of $30,000, for operating expenses to continue providing the authorized employment transportation needs to the individuals in Gila County.

Dave Caddell, GEST Program Manager, requested approval to submit an application to ADOT for the continuance of funding for the Section 5316 Grant Program, which is the job access reverse commute that was approved last month by the Board followed by a signed agreement with ADOT. Mr. Caddell stated that every year he will be coming before the Board to request a GEST funding match for operating expenses as it is part of the agreement. He stated

that in reviewing statistics as of last year, the GEST Program has increased its transportation of employment services before the plan was even approved. The additional money the County will receive from ADOT will allow for the program to grow and assist those qualified individuals with transportation to and from work. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved the Section 5316 Grant Program Application for submission by the Gila Employment and Special Training (GEST) Program Manager to the Arizona Department of Transportation in the amount of $30,000, which includes a GEST match of $30,000, for operating expenses to continue providing the authorized employment transportation needs to the individuals in Gila County.

Item 3 – CONSENT AGENDA ACTION ITEMS:

3A. Approval to adopt Resolution No. 12-05-01 officially accepting Tomahawk Trail and Western Way as shown on Strawberry Creek Foothills Subdivision Map, Official Map Number 572 and 572A, Gila County Records, as public roads to be maintained as public roadways in the Gila County Maintained Roadway System. (A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)

3B. Approval of Amendment No. 2 to HRPP/NICP Community Nursing Contract No. HP961245-003 between the Gila County Division of Health and Emergency Services and the Arizona Department of Health Services to extend the contract for an additional year, from July 1, 2012, to June 30, 2013.

3C. Authorization of the Chairman's signature on Amendment No. 2 to Contract No. 6510.526.REC04/8-2010 between Gila County and C.L. Williams Consulting, Inc. for professional engineering services for the Pine Creek Canyon Road Project at a cost increase of $10,000, and to extend the contract to March 31, 2013.

3D. Approval of a Statement of Agreement between Gila County and S.A.K. Electrical & Plumbing for claim number 553874 in the amount of $52,737.06 to be paid by SECURA Insurance to S.A.K. Electrical & Plumbing for defective work at the Women's Jail Dormitory.

3E. Approval of the appointments of the following precinct committeemen as submitted by the Gila County Democratic Committee: Star Valley Precinct-Patrece Ryan, Globe #1 Precinct-Joseph E. Lunt, Miami #3 Precinct-Rodolfo M. Sanchez, Miami #3 Precinct-Richard Lazarin Jr., Payson #2 Precinct-Wilma Mae Dalby and Star Valley Precinct-Chaya S. Schonberger.

3F. Approval of the appointments of the following precinct committeemen as submitted by the Gila County Republican Committee:

Payson #2 precinct-Stanley Gordon Langham, Williamette J. Langham and Monica Anne Joyner, Payson 5-David Kent Flider and Gisela-Michael R. Armstrong.

3G. Approval of the February 2012 monthly activity report submitted by the Recorder's Office.

3H. Approval of the March 2012 monthly activity report submitted by the Clerk of the Superior Court.

3I. Approval of the March 2012 monthly activity report submitted by the Payson Regional Constable's Office.

3J. Approval of the April 17, 2012, BOS meeting minutes.

3K. Acknowledgement of the Human Resources weekly reports for all personnel action items approved by the County Manager for the month of April 2012, as follows: April 3, 2012, April 10, 2012, April 17, 2012, and April 24, 2012.

April 3, 2012:

Departures from County Service:

1. Michele Epperson – Finance – Payroll Specialist – 03/23/12 – Numerous Funds – DOH 07/16/01 – Resigned
2. Cynthia Bartholomew – Health and Emergency Services – Administrative Assistant – 04/02/12 - General Fund – DOH 08/30/04 – Reorganization
3. Tiffiney Sanchez – Public Works Facilities and Land Management – Temporary Custodian –03/16/12 - Facilities Management Fund – DOH 08/08/11 – Assignment Completed
4. Judy Smith – Health and Emergency Services – Grants and Special Projects Specialist – 04/02/12 - General Fund – DOH 08/22/86 – Retired
5. Randy Woodie – Board of Supervisors – Temporary Laborer – 03/20/12 – Constituent Services III Fund – DOH 05/03/11 – Resigned

Departmental Transfers:

6. Jolene Myers – Clerk of Superior Court – From Court Clerk – To Court Administrative Assistant – 04/04/12 – General Fund

Position Review:

7. Erwin Diaz – Probation – Deputy Probation Officer 2 – 03/21/12 – Juvenile Intensive Probation Supervisor Fund –Rescinded resignation
8. Raymond Geiser – County Attorney - Deputy County Attorney Senior – 03/19/12 – General Fund – Completed five years trial practice
9. Debra Williams – Health and Emergency Services – Deputy Director of Emergency Management – 04/02/12 – 95% General Fund – 5% Bio Terrorism Program Fund – Change in Funds

Request Permission to Post:

10. Human Resources – Deputy Human Resources Director – Vacated by Juley Bocardo-Homan

April 10, 2012:

Departures from County Service:

1. Robert Whittle – Public Works Recycling & Landfill Management – Solid Waste Operations Worker – 03/26/12 – Solid Waste Fund – DOH 11/17/08 – Terminated for cause

Hires to County Service:

2. Dustin Hawkins – Probation – Juvenile Detention Officer – 04/12/12 – General Fund – Replacing Elacio Martinez

Temporary Hires to County Service:

3. Ernest Salcido – Board of Supervisors – Temporary Laborer – 04/16/12 – Constituent Services II Fund

Departmental Transfers:

4. Yvonne House – From Payson Regional Constable's Office – To Recorder's Office – From Constable Clerk – To Recorder's Clerk Senior – 04/16/12 – General Fund
5. Michelle Keegan – From Sheriff's Office – To Payson Regional Constable's Office – From Administrative Clerk Senior – To Constable Clerk – 04/06/12 – General Fund
6. Debra Overholt – From County Attorney – To Finance – From Legal Secretary – To Payroll Specialist – 04/12/12 – General Fund

End Probationary Period:

7. Nicholas Montague – Community Services – Accountant – 04/09/12 – Various funds

SHERIFF'S PERSONNEL ACTION ITEMS

Departure from County Service:

8. Rory Vaughn – Sheriff's Office – Deputy Sheriff – 03/26/12 – General Fund – DOH 07/03/06 – Resigned
9. Peter Beesley – Sheriff's Office – Detention Officer – 03/27/12 – General Fund – DOH 11/21/11 – Unsuccessful completion of probationary period

End Probationary Period:

10. David Berry – Sheriff's Office – 911 Dispatcher – 04/11/12 – General Fund
11. Prestina Preston-Lynch – Sheriff's Office – 911 Dispatcher – 04/11/12 – General Fund

Position Review:

12. Lisa Dzera – Sheriff's Office – Administrative Clerk – 03/26/12 – General Fund – Change in number of hours worked

April 17, 2012:

Departures from County Service:

1. Travis Shields – Superior Court – Temporary Bailiff – 02/13/12 – General Fund – DOH 10/26/11 - Services no longer needed

Departmental Transfers:

2. Lorenzie Corvin – Probation – From Juvenile Detention Officer – To Juvenile Detention Shift Supervisor – 04/23/12 – General Fund
3. Karla Sipes – County Attorney – From Legal Secretary – To Legal Secretary Senior – 04/21/12 – Attorney's Justice Enhancement Fund

End Probationary Period:

4. Jullie Mercer – Health & Emergency Services – Public Health Nurse – 03/26/12 – Health Services Fund

Position Review:

5. Rachel Wright – Clerk of Superior Court – Temporary Court Clerk – 04/09/12 – Change in fund
6. William Murphy – County Attorney – Detective – 06/18/12 – General Fund – Change in number of hours

SHERIFF'S PERSONNEL ACTION ITEMS

Departure from County Service:

7. Alise James – Sheriff's Office – 911 Dispatcher – 03/29/12 – General Fund – DOH 02/13/12 – Resignation

April 24, 2012:

Departures from County Service:

1. Jacquelyn Serrano – Globe Regional Justice Court – Justice Court Clerk Associate – 04/09/12 – General Fund – DOH 03/21/05 – Resigned
2. Ronnie McDaniel – Globe Regional Justice Court – Pro Tempore Judge – 04/09/12 – General Fund – DOH 07/01/07 – Resigned

End Probationary Period:

3. Patricia Vogler – Health and Emergency Services – Public Health Nurse – 12/13/11 – Immunization Fund

SHERIFF'S PERSONNEL ACTION ITEMS

Departures from County Service:

4. Thomas Sowles – Sheriff's Office – Detention Officer – 04/13/12 – General Fund – DOH 05/10/10 – Resigned

Hires to County Service:

5. Stephanie Saiz – Sheriff's Office – 911 Dispatcher – 04/30/12 – General Fund - Replacing Alice James
6. Gabriel Valenzuela – Sheriff's Office – Deputy Sheriff – 04/30/12 – General Fund – Replacing Johnna Kemper

Position Review:

7. Lynn Durst – Sheriff's Office – Detention Officer – 04/16/12 – General Fund – Change in position control number only

Request Permission to Post:

8. Sheriff's Office – Administrative Clerk Senior – Vacated by Michelle Keegan

3L. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of March 31 to April 6, 2012, and April 7 to April 13, 2012.

Copies of the contract reports are permanently on file in the Board of Supervisors' Office.

3M. Approval of finance reports/demands/transfers for the weeks of April 24, 2012, and May 1, 2012.

April 24, 2012

$392,138.15 was disbursed for County expenses by check numbers 245081 through 245231.

May 1, 2012

$2,024,139.37 was disbursed for County expenses by check numbers 245232 through 245423. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved Consent Agenda action items 3A through 3M.

Item 4 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

There were no requests to speak from the public.

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

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 10:40 a.m.

APPROVED:

_____

Tommie C. Martin, Chairman

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

ARF-1223 **5- I**

Regular BOS Meeting

Meeting Date: 05/22/2012

Reporting Period: March 2012

Submitted For: Dorothy Little

Submitted By: Dorothy Little, Justice of the Peace-Payson Region, Superior Court

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Information

Subject

Payson Regional Justice of the Peace Monthly Report for March 2012

Suggested Motion

Approval of the March 2012 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Attachments

March 2012 reports

PAYSON JUSTICE COURT TREASURER'S RECAP FY2012

MARCH, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Alternative Dispute Resolution	ZADR		T848-2061	$ 76.59	$ 3.83	$ 72.76
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Attorney Fee Reimbursement	ZATT	1005.314-3350.00	X10501314004383	$ 72.17		$ 72.17
Confidential Address Assessment - State Treasurer	ZCAA1			$ -	$ -	$ -
Confidential Address Assessment - Local	ZCAA2			$ -	$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 1,868.36		$ 1,868.36
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 8,779.59	$ 438.98	$ 8,340.61
Defensive Driving Diversion Fee	ZDDS	1005.314-3400.90	X105-4609	$ 2,870.00	$ 143.50	$ 2,726.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 1,092.35	$ 54.62	$ 1,037.73
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 572.63	$ 28.63	$ 544.00
Base Fees (General Fund)	ZFEE	1005.314-3400.15	X105-4615	$ 1,757.22	$ 87.86	$ 1,669.36
Base Fines (General Fund)	ZFINE	1005.314-3510.10	X105-4831	$ 15,322.57	$ 766.13	$ 14,556.44
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,307.41	$ 65.37	$ 1,242.04
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.314.3400.17	X10501314004861	$ -	$ -	$ -
Extra DUI Assessment $500	ZGFDU		T912-2061	$ 2,016.81	$ 100.84	$ 1,915.97
Judicial Collection Enhancement $7	ZJCL	4741.314-3400.15	X36001314004615	$ 675.21		$ 675.21
Judicial Collection Enhancement Local %	ZJCLF	4741.314-3400.15	X36001314004615	$ 254.79	$ 12.74	$ 242.05
Judicial Collection Enhancement $13	ZJCS		T818-2061	$ 1,253.98		$ 1,253.98
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 583.10	$ 29.16	$ 553.94
Jail (Incarceration) Fees	ZJF	1005.300-34000-3405.40	X10502340004651	$ 525.78		$ 525.78
Local Costs	ZLCL	1005.314-3510.10	X105-4831	$ -	$ -	$ -
Administrative Costs	ZMISC	1005.314-3400.99	X105-4886	$ 521.90	$ 26.10	$ 495.80
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 2,428.52	$ 121.43	$ 2,307.09
2011 Additional Assessment - State Treasurer	ZOS1			$ 1,521.26	$ 76.06	$ 1,445.20
2011 Additional Assessment - County Treasurer	ZOS2			$ 190.17	$ 9.51	$ 180.66
Officer Safety Equipment - City Police (CP)	ZOS3			$ 0.55	$ 0.03	$ 0.52
Officer Safety Equipment - Sheriff (SHF)	ZOS4			$ 137.62	$ 6.88	$ 130.74
Officer Safety Equipment - DPS (DPS)	ZOS5			$ 617.84	$ 30.89	$ 586.95
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6			$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7			$ 4.48	$ 0.22	$ 4.26
Officer Safety - Registrar of Contractors (ROC)	ZOS8			$ -	$ -	$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10			$ -	$ -	$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15			$ 0.10	$ 0.01	$ 0.09
Overpayment Forfeited	ZOVF	1005.314-3510.10	X105-4831	$ 43.20	$ 2.16	$ 41.04
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ -	$ -	$ -
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 142.67	$ 7.13	$ 135.54
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 4,341.48	$ 217.07	$ 4,124.41
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 78.58	$ 3.93	$ 74.65
Reimbursement to County Attorney 60%	ZREIM	3544.301-3400.11	X18201301004777	$ 1,747.17		$ 1,747.17
Reimbursement to Superior Court 40%	ZREIM	4574.333-3400.16	X226333004864	$ 1,164.77		$ 1,164.77
Security Enhancement Fee (Local)	ZSECE			$ -	$ -	$ -
Warrant Fee (Local)	ZWAR	1005.314-3510.10	X105-4831	$ 428.75	$ 21.44	$ 407.31
AZ Native Plant Fund	ZANP		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 61.35	$ 3.07	$ 58.28
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 2,831.65	$ 141.58	$ 2,690.07
DUI Abatement	ZDUIA		STATE	$ -	$ -	$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	$ -	$ -	$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 1,782.88		$ 1,782.88
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 1,663.09		$ 1,663.09
Game and Fish - Wildlife	ZGF		STATE	$ 241.06	$ 12.05	$ 229.01
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Prison Construction Fund	ZPCOF		STATE	$ 3,781.94	$ 189.10	$ 3,592.84
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
State Highway Fund	ZSHWY		STATE	$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 217.50	$ 10.88	$ 206.62
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	$ 95.14		$ 95.14
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	$ -	$ -	$ -
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				**$ 63,072.23**	**$ 2,611.20**	**$ 60,461.03**
					TOTAL ADJUSTED BALANCE VERIFICATION	**$ 60,461.03**

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
4/10/12	4589	**$ 52,754.30**	GILA COUNTY TREASURER
	4590	**$ 10,222.79**	ARIZONA STATE TREASURER
	4591	**$ 95.14**	GILA COUNTY BAD CHECK PROGRAM
		$ -	SHERIFF SUSPENDED PLATES AND HURF
		$ -	CITY POLICE SUSPENDED PLATES AND HURF
		$ 63,072.23	**TOTAL DISTRIBUTIONS THIS MONTH**

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for MARCH, 2012.

DOROTHY A. LITTLE
Gila County Justice of the Peace

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: March 2012

CRIMINAL TRAFFIC

	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	89	8	137	234
Filed	9	0	19	28
Transferred In	0	0	0	0
SUBTOTAL	98	8	156	262
Transferred Out	0	0	0	0
Other Terminations	13	2	17	32
TOTAL TERMINATIONS	13	2	17	32
Statistical Correction	0	0	0	0
Pending End of Month	85	6	139	230

***A.R.S. 28-661 (if misdemeanor), -662,-663,-664,-665,-693,-708. See Instructions.**

TRAFFIC FAILURE TO APPEAR**

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
194	4	0	198	0	5	5	0	193

****READ:** These are FORMAL FTA FILINGS AND DISPOSITIONS CHARGING ANOTHER CRIMINAL OFFENSE, not bench warrants for failure to appear. FTA filings should also have original traffic complaint recorded in the CRIMINAL TRAFFIC SECTION above until that traffic filing has been terminated. Issuing a bench warrant or an FTA does not terminate the traffic filing.

Criminal Traffic/FTA Court Trials Held: 0 Criminal Traffic/FTA Jury Trials Held: 0

CIVIL TRAFFIC

Pending 1st of Month	Filed	Trans In	SUB-TOTAL	Trans Out	Default Judg-ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
885	283	0	1,168	0	19	278	297	0	871

Civil Traffic Hearings Held: 1

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04
(Part of Civil Traffic Above)

Filed 96 Trans In 0 TOTAL 96

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404 **Page 2 Processing**

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: March 2012

MISDEMEANOR

	Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
Misdemeanor (Non-Traffic)	543	57	0	**600**	0	61	61	*0*	**539**
Failure to Appear (Non-Traffic)	62	0	0	**62**	0	2	2	*0*	**60**
TOTAL	605	57	0	**662**	0	63	63	0	**599**

TRIALS HELD

Misdemeanor Court/FTA Trials Held: **1** Misdemeanor/FTA Jury Trials Held: **0**

FELONY

Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
37	**1**	**0**	38	**0**	**1**	1	0	**37**

Felony Preliminary Hearings Held: **0** Felony, Misdemeanor, Criminal Traffic Initial: Appearances: **104**

LOCAL NON-CRIMINAL ORDINANCES

	Pending 1st of Month	Filed	SUB-TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	**0**	**0**	0	**0**	0	**0**
Non-Parking	**0**	**0**	0	**0**	0	**0**
TOTAL	0	0	0	0	0	**0**

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT Report Month/Year: March 2012

	CIVIL COMPLAINTS			
	Small Claims	Forcible Detainer	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	64	16	282	362
Filed	3	6	41	50
Transferred In	0	0	0	0
SUBTOTAL	67	22	323	412
Transferred Out	0	0	0	0
Other Terminations	20	6	54	80
TOTAL TERMINATIONS	20	6	54	80
Statistical Correction	0	0	0	0
Pending End of Month	47	16	269	332

Small Claims Hearings Held/Defaults: 0

Civil Court Trials Held: 9

Small Claims Hearings Held/Defaults Before Volunteer Hearing Officer: 0

Civil Jury Trials Held: 0

DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	12	11	0	11
Harassment	18	16	3	19

HEARINGS HELD TO REVOKE OR MODIFY ORDER OF PROTECTION INJUNCTION AGAINST HARASSMENT

Order of Protection: 1

Injunction Against: 2

SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: 0

Fugitive Complaints Filed: 1

Juvenile Hearings Held: 0

Search Warrants Issued: 9

LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: March 2012

WARRANTS OUTSTANDING

TRAFFIC WARRANTS OUTSTANDING

D.U.I.	**159**
Serious Violations	**9**
All Other Violations	**543**
TRAFFIC TOTAL	**711**

CRIMINAL WARRANTS OUTSTANDING

Felony	**137**
Misdemeanor	**759**
CRIMINAL TOTAL	**896**

MAIL BY THE 20TH WORKING DAY OF MONTH:

Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington St., Suite 410
Phoenix, AZ 85007-3327

ATTN: Research/Statistics Unit
(602) 542-9376

Signature of the Judge/Magistrate (or designee)

Dorothy A. Little

Name of Preparer

4-18-12

Date of Preparation

ARF-1231 **5- J**

Regular BOS Meeting

Meeting Date: 05/22/2012

Reporting Period: Recorder's Monthly Report for March 2012

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton, Recorder, Recorder's Office

Information

Subject

Recorder's Monthly Report for March 2012.

Suggested Motion

Approval of the March 2012 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's March 2012 Monthly Report

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF MARCH 2012

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Tomerlin Dalton, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED

102070 APR 16 12

DATE April 16, 2012

DEPOSIT TO FUND General fund Number 1005/105

REMITTING DEPT Recorder (120)

FOR PERIOD March 1 thru March 30, 2012

Account Code	Revenue Description	Amount	
1005-120-3400-99	105.01.120.4612 Recording fees	7396	37
7145-120-3400-99	555.01.120.4775 Recorder Storage	5448	00
7147-120-3400-99	[redacted] Computer Services	1644	57
	557.01.120.4612		
		14488	94

Authorized Signature Sadie Jo Tonopah Dalton Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	14488.94
Total	14488.94

TREASURER By [illegible] Date 4-16-12

70133

Bank Deposit Summary, From 3/1/12 12:00AM To 3/30/12 11:59PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Mar 1, 2012 8:09:53 AM	2314	B	Globe	$367.00
Mar 1, 2012 4:57:26 PM	2313	B	Payson03/01/12	$0.00
Mar 2, 2012 8:03:01 AM	2316	B	Globe	$2,484.00
Mar 2, 2012 4:55:32 PM	2315	B	Payson02/02/12	$53.00
Mar 5, 2012 4:56:15 PM	2317	B	Globe	$1,571.00
Mar 5, 2012 5:01:57 PM	2318	B	Payson03/05/12	$31.00
Mar 6, 2012 8:11:29 AM	2320	B	Globe	$180.00
Mar 6, 2012 4:56:06 PM	2319	B	Payson03/06/12	$20.00
Mar 7, 2012 8:00:10 AM	2321	B	Globe	$288.80
Mar 8, 2012 8:09:58 AM	2323	B	Globe	$196.30
Mar 8, 2012 4:56:33 PM	2322	B	Payson 3/8/12	$91.00
Mar 9, 2012 4:53:09 PM	2324	B	Glob e	$174.00
Mar 9, 2012 4:55:13 PM	2325	B	Payson03/09/12	$57.00
Mar 12, 2012 4:55:31 PM	2326	B	Globe	$1,438.78
Mar 12, 2012 4:58:13 PM	2327	B	Payson03/12/12	$33.00
Mar 13, 2012 4:55:34 PM	2328	B	Globe	$199.00
Mar 13, 2012 4:58:09 PM	2329	B	PAYSON 03/13/12	$20.00
Mar 14, 2012 8:08:38 AM	2330	B	Payson error	$0.00
Mar 14, 2012 4:50:15 PM	2331	B	GLOBE 3/14	$305.00
Mar 14, 2012 4:50:30 PM	2332	B	payson03/14/12	$35.00
Mar 15, 2012 4:59:40 PM	2346	B	Payson 3/15/12	$10.00
Mar 16, 2012 2:05:14 PM	2358	B	Globe	$550.00
Mar 16, 2012 2:05:14 PM	2359	B	Globe	$0.00
Mar 16, 2012 4:54:54 PM	2347	B	Globe	$283.89
Mar 16, 2012 4:54:59 PM	2348	B	Payson03/16/12	$62.00
Mar 19, 2012 2:05:14 PM	2362	B	Globe	$436.00
Mar 19, 2012 4:56:10 PM	2363	B	Payson03/19/12	$25.00
Mar 20, 2012 4:55:12 PM	2364	B	Globe	$214.00
Mar 20, 2012 4:59:50 PM	2365	B	Payson03/20/12	$22.00
Mar 21, 2012 4:53:39 PM	2366	B	Globe	$210.00
Mar 21, 2012 4:55:20 PM	2367	B	Payson03/21/12	$21.00
Mar 22, 2012 4:55:26 PM	2368	B	Globe	$183.00
Mar 22, 2012 4:57:35 PM	2369	B	Payson03/22/12	$20.00
Mar 23, 2012 4:52:35 PM	2370	B	Globe	$346.00
Mar 23, 2012 4:53:33 PM	2371	B	Payson03/23/12	$90.00
Mar 26, 2012 4:54:00 PM	2372	B	Globe	$247.00
Mar 26, 2012 4:58:54 PM	2373	B	Payson03/26/12	$12.00
Mar 27, 2012 4:55:01 PM	2375	B	Payson03/27/12	$89.00
Mar 27, 2012 5:04:40 PM	2376	B	globe 3/27	$234.00
Mar 28, 2012 7:57:06 AM	2378	B	Globe	$151.00
Mar 28, 2012 4:56:47 PM	2377	B	PAYSON 3/28/12	$77.00
Mar 29, 2012 9:35:13 AM	2384	B	Globe	$259.00
Mar 29, 2012 4:51:53 PM	2379	B	PAYSON 03/29/12	$10.00
Mar 30, 2012 9:41:19 AM	2385	B	Globe	$258.00
Mar 30, 2012 4:50:41 PM	2382	B	Payson03/30/12	$37.00
			Total	$11,390.77

MONTHLY ACTIVITY REPORT - March 2012

DATE	AMT PAID	1005	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
3/1/2012	367.00	546.00	248.00	0.00	0.00	462.00	427.00	794.00
3/2/2012	2537.00	1826.20	1120.00	0.00	160.00	120.00	569.20	3106.20
3/5/2012	1602.00	442.00	200.00	0.00	30.00	1354.00	210.00	672.00
3/6/2012	200.00	261.00	92.00	0.00	0.00	9.00	153.00	353.00
3/7/2012	288.80	519.00	144.00	0.00	0.00	152.80	469.00	663.00
3/8/2012	287.30	321.00	176.00	0.00	55.30	349.00	265.00	552.30
3/9/2012	231.00	473.00	232.00	0.00	0.00	168.00	474.00	705.00
3/12/2012	1471.78	551.00	256.00	0.00	1347.38	1121.40	1601.00	2154.38
3/13/2012	219.00	357.00	168.00	0.00	0.00	177.00	306.00	525.00
3/14/2012	340.00	385.00	188.00	0.00	0.00	189.00	233.00	573.00
3/15/2012	560.00	678.00	392.00	0.00	0.00	80.00	510.00	1070.00
3/16/2012	345.89	471.00	240.00	0.00	51.89	210.00	417.00	762.89
3/19/2012	461.00	461.00	196.00	0.00	0.00	131.00	196.00	657.00
3/20/2012	236.00	263.00	124.00	0.00	0.00	195.00	251.00	387.00
3/21/2012	231.00	397.00	188.00	0.00	0.00	107.00	354.00	585.00
3/22/2012	203.00	313.00	152.00	0.00	0.00	147.00	262.00	465.00
3/23/2012	436.00	532.00	248.00	0.00	0.00	161.00	344.00	780.00
3/26/2012	259.00	353.00	188.00	0.00	0.00	61.00	282.00	541.00
3/27/2012	323.00	638.00	264.00	0.00	0.00	49.00	579.00	902.00
3/28/2012	228.00	381.00	136.00	0.00	0.00	121.00	289.00	517.00
3/29/2012	269.00	411.00	172.00	0.00	0.00	112.00	314.00	583.00
3/30/2012	295.00	795.00	324.00	0.00	0.00	129.00	824.00	1119.00
TOTAL	11,390.77	11374.20	5,448.00	0.00	1,644.57	5,605.20	9,329.20	18,466.77

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$6,087.20	($1,657.20)	$4,430.00
Cash	Cash/Check	$11,390.77	$0.00	$11,390.77
D-1005-120-01-4612-001	Copies (deferred)	$0.00	($3.00)	($3.00)
D-1005-120-01-4612-003	Postage (deferred)	$27.00	($10.00)	$17.00
D-1005-120-01-4612-023	Recording Fee (deferred)	$81.00	($30.00)	$51.00
D-1005-120-01-4612-027	Fax (deferred)	$0.00	($10.00)	($10.00)
D-1005-120-01-4612-029	Search (deferred)	$0.00	($15.00)	($15.00)
D-7143-120-01-4777-031	Assessor Surcharge (deferred)	$40.00	$0.00	$40.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$110.00	($40.00)	$70.00
ETransfer	Electronic Transfers	$3,352.00	$0.00	$3,352.00
	Total	**$21,087.97**	**($1,765.20)**	**$19,322.77**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$108.00	($660.00)	($552.00)
	Total	**$108.00**	**($660.00)**	**($552.00)**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($321.00)	($321.00)
1005-120-01-4612-002	Certified Seal	$0.00	($54.00)	($54.00)
1005-120-01-4612-003	Postage	$0.00	($1,187.20)	($1,187.20)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($324.00)	($324.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($99.00)	($99.00)
1005-120-01-4612-012	Overpayment	$0.00	($252.00)	($252.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($52.00)	($52.00)
1005-120-01-4612-023	Recording Fee	$0.00	($9,012.00)	($9,012.00)
1005-120-01-4612-026	Refunds	$0.00	($98.00)	($98.00)
1005-120-01-4612-027	Fax	$0.00	($15.00)	($15.00)
7143-120-01-4777-031	Assessor Surcharge	$0.00	($40.00)	($40.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($5,518.00)	($5,518.00)
7147-120-01-4612-013	Microfiche	$0.00	($9.00)	($9.00)
7147-120-01-4612-018	Voter	$0.00	($359.57)	($359.57)
7147-120-01-4774-031	Miscellaneous	$0.00	($1,276.00)	($1,276.00)
eRecording	eRecording	$3,134.00	($3,288.00)	($154.00)
	Total	**$3,134.00**	**($21,904.77)**	**($18,770.77)**
	Total	**$24,329.97**	**($24,329.97)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$11,390.77	$0.00	$11,390.77
	Range Total	**$11,390.77**	**$0.00**	**$11,390.77**

Sadie Tomerlin Dalton
Gila County Recorder
For Month Of:

New Fiscal Year Form

FY **2011-2012**

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Assessor Storage 7143	Mining fees 7146	Recorder Check to Treasurer
July	1,192	4,236	11,989.38	760.00	3,932	2.00	20,919.38
Aug	1,272	4,796	14,380.90	1,774.56	4,536	23.00	25,510.46
Sept	1,047	3,804	13,139.02	1,030.00	3,496	10.00	21,479.02
Oct	1,134	4,212	13,523.46	1,637.00	3,916	0.00	23,288.46
Nov	1,147	4,312	10,742.49	961.43	3,880	3.00	19,898.92
Dec	1,059	4,028	9,556.58	953.41	3,740	17.00	18,294.99
Jan	1,105	4,120	6,770.90	869.99	0	0.00	11,760.89
Feb	1,089	4,128	12,092.41	2,065.80	0	1.00	18,287.21
Mar	1,458	5,448	7,396.37	1,644.57	0	0.00	14,488.94
Apr							0.00
May							0.00
June							0.00
Total	**10,503**	**39,084**	**99,591.51**	**11,696.76**	**23,500**	**56.00**	**173,928.27**

Fiscal Year All Monies **173,928.27**

	A	B	C	D	E	F
1			GILA COUNTY RECORDER			
2						
3		REPORT FOR		March 2012		
4						
5	SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
6	1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	$5,605.20		$0.00	
7		PAID OUT OF SUSPENSE ACCT		$9,329.20	$3,724.00	
8		RECORDING FEES	$11,374.20	$0.00	$0.00	
9		REFUNDS-EXCESS FEES	$0.00	$98.00		
10		INTEREST PD TO ACCT	$0.87	$0.00		
11		e-recording deposited with treasurer last month		$29.00		
12		printed check fees		$127.70		
13	TOTAL 1005 FUNDS		$16,980.27	$9,583.90	$7,396.37	
14						
15	SECTION II					
16		7145 FUND (RECORDER)	$5,448.00	$0.00	$5,448.00	
17		7146 FUND (MINING - 80% STATE TREAS)				
18		7146 FUND (MINING - 20% RECORDER)		$0.00		
19		7147 FUND (COMPUTER SVCS)	$1,644.57	$0.00	$1,644.57	
20	TOTAL SEC II FUNDS		$7,092.57	$0.00	$7,092.57	
21						
22	COMBINED TOTALS - TOTAL FEES COLLECTED		$24,072.84	$9,583.90	$14,488.94	
23						
24						

House Account Summary

Gila County AZ Recorder

For the Period of 03/01/2012 - 03/30/2012

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($179.00)	$0.00	$0.00	($179.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($44.57)	$280.80	($517.20)	($280.97)
ADOT	AZ DEPT OF TRANS	($295.50)	$0.00	$0.00	($295.50)
APS	APS/COPIES	($185.00)	$0.00	$0.00	($185.00)
APSR	APS/RECORDINGS	($247.00)	$0.00	$0.00	($247.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($158.00)	$6.00	$0.00	($152.00)
AWC	ARIZONA WATER COMPANY	($250.00)	$0.00	$0.00	($250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	$186.00	$16.00	($496.00)	($294.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($2,074.00)	$0.00	$0.00	($2,074.00)
CARD	Cardon Hiatt / The Vineyrd Group	($105.00)	$0.00	$0.00	($105.00)
EQUIT	EQUITY SERVICES	($194.00)	$0.00	$0.00	($194.00)
ERAY	ERA YOUNG REALTY	($118.60)	$46.80	$0.00	($71.80)
EXCEL	EXCEL DOCUMENT SERVICES	($187.00)	$0.00	$0.00	($187.00)
FARES	First American Corelogic Inc.	($56.40)	$380.00	($1,140.00)	($816.40)
FATM	FIRST AMERICAN MICROFICHE	($1,601.60)	$258.60	$0.00	($1,343.00)
FB	FLOYD BLEAK / NANCY SHEPPARD	($618.00)	$0.00	$0.00	($618.00)
FCS.INC	Pacific Corportate & Title Service	$0.00	$28.00	($100.00)	($72.00)
FNDS	LPS APPLIED ANALYTICS	($1,333.20)	$190.00	$0.00	($1,143.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	$73.50	$0.00	$0.00	$73.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($67.00)	$0.00	$0.00	($67.00)
IMAPP	IMAPP , INC	($53.40)	$0.00	$0.00	($53.40)
IRS	INTERNAL REVENUE SERVICE	($82.00)	$64.00	($64.00)	($82.00)
LA001	First American Title Lenders Advantage	($480.50)	$0.00	$0.00	($480.50)
MHK	MORRIS HALL KINGHORN	($266.00)	$0.00	$0.00	($266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($991.00)	$60.00	$0.00	($931.00)
PIONE	PIONEER TITLE AGENCY FICHE	($759.00)	$181.00	$0.00	($578.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($7,004.00)	$4,678.00	$0.00	($2 326.00)
RSSI	RECORD SEARCHING SERVICES INC	($217.00)	$6.00	$0.00	($211.00)
simplifile	Simplifile - eRecording	$22.00	$3,134.00	($3,288.00)	($132.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($1,186.20)	$0.00	$0.00	($1 186.20)
Totals		**($18,471.47)**	**$9,329.20**	**($5,605.20)**	**($14 747.47)**

ARF-1215 **5- K**

Regular BOS Meeting

Meeting Date: 05/22/2012

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 4-20-12,4-27-12, 5-4-12

Submitted For: Joseph Heatherly **Submitted By:** Valrie Bejarano, Contracts Support Specialist, Finance Department

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Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 4-20-12, 4-27-12, & 5-4-12

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for weeks of April 14, 2012, to April 20, 2012, April 21, 2012, to April 27, 2012, and April 28, 2012 to May 4, 2012.

Attachments

County Manager Approved Contracts Under $50K for Week End 4-20-12, 4-27-12, 5-4-12

C&M Communications Agreement 033112

Public Communications Services, Inc. Agreement

Linda Koury Agreement 110411

Wantland & Sons Construction LLC Agreement 040212

Mountain Retreat Builders LLC 041212

Rodriguez Construction Agreement 041312

Moonlite Janitorial Agreement 6880.102/4-2011

JCG Technologies Agreement

Mohawk Automotive Lifts S.W. Agreement 041912

Bridgers & Paxton Consulting Engineers Agreement 022912

Kino Floors & Interiors Agreement 041112

MSR West, Inc. Agreement 041712

Earthquest Plumbing, Inc. Agreement 043012

ATL, Inc. Agreement 040512

La Casa Bella LLC Agreement 042512

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

April 14, 2012, to April 20, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
033112 C&M Communications	Diamond Point Mountain Equipment Installation	$6,250.00	4-17-12 to 8-31-12	4-18-12	Expires	Labor and material for repeater/antenna system installed on Diamond Point Mountain for the Roads Department.
- Public Communications Services, Inc.	Inmate Telephone Service Agreement	53% Commission to SO	4-18-12 to 4-17-17	4-18-12	Renewable 2 more 1 yr terms	Inmate phone service for Gila County Jail and software upgrade on current service.
110411 Linda Koury	Financial Reports Consulting	0	4-19-12 to 11-18-12	4-18-12	Expires	Amendment #1 to professional service contract to extend term for 6 months. No change in monetary value.
040212 Wantland & Sons Construction LLC	Tire Shop Concrete Floor & Slab Installation	$7,525.36	4-11-12 to 6-30-12	4-18-12	Expires	Labor and material to install a concrete floor at the new tire shop and a concrete slab in front of the shop.
041213 Mountain Retreat Builders LLC	Weatherization Project HH2129	$11,027.36	4-18-12 to 5-31-12	4-18-12	Expires	Labor and material for community service weatherization project HH2129.
041312 Rodriguez Construction	Weatherization Project HH8465	$10,933.90	4-18-12 to 5-31-12	4-18-12	Expires	Labor and material for community service weatherization project HH8465

April 21, 2012, to April 27, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
6880.102/4-2011 Moonlite Janitorial	Janitorial Service for Payson Administration	$14,460.00	5-3-12 to 5-2-13	4-25-12	Renewable for 1 more 1 yr term	Amendment #3 to extend the term of the agreement for one year.

April 28, 2012, to May 4, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
- JCG Technologies	Bench Conference System, Superior Court	$19,142.50	5-1-12 TO 6-15-12	5-2-12	Expires	Bench conferencing in order for Superior Court Judge to have private conversations with attorney's at the judges' courtroom bench. Aka "side bar".
041912 Mohawk Automotive Lifts S.W.	Shop Lift Relocation & Installation	$2,285.20	5-1-12 to 6-30-12	5-2-12	Expires	Labor and material to remove and reinstall the shop lifts from the old shop on Ash Street to the new location on Besich Blvd.
022912 Bridgers & Paxton Consulting Engineers	Payson S.O. Jail Electrical Upgrade	$8,4040.00	5-1-12 to 6-30-12	5-2-12	Expires	Consultant will provide Professional Engineering Services for the upgrade of the electrical system at the county jail in Payson.
041112 Kino Floors & Interiors	Squad Room Carpet Installation	$1,339.73	5-1-12 to 5-31-12	5-2-12	Expires	Material and installation of new carpet in the squad room at the Globe jail.
041712 MSR West, Inc.	Hearing Test Machine Maintenance & Repair	$1,000.00	5-1-12 to 4-30-13	5-2-12	Renewable for 2 more 1 yr terms	Maintenance and repair service of the otoacoustic emission hearing test machine for the Health Dept. Machine records sounds the ear produces and is used for testing infants and children.
043012 Earthquest, LLC	Grease Trap Repair – Globe S.O.	$4,370.00	5-1-12 to 5-31-12	5-2-12	Expires	Material and labor to repair the non-functional grease trap the Globe Jail and install new trap interceptor.
040512 ATL, Inc.	Pine Creek Canyon Road Reconstruction Material Sampling, Testing & Inspection	$35,000.00	5-1-12 to 12-31-12	5-2-12	Expires	Road material testing, sampling & testing for the Pine Creek Canyon Road Reconstruction project in Pine, Arizona.
042512 La Casa Bella Builders LLC	GEST Office Cabinet Installation	$1,663.30	5-1-12 to 5-31-12	5-2-12	Expires	Material and labor to install cabinets in the Community Service GEST Office.

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. 033112

DIAMOND POINT MOUNTAIN EQUIPMENT INSTALLATION

THIS AGREEMENT, made and entered into this 18th day of April, **2012**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and **C&M Communications**, 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 Flood Management Manager or designee. All work must be performed in conformance with industry standards and best practices.

Contractor shall perform the service of providing and installing a new repeater and antenna system at Diamond Point Mountain Site.

Scope of Service and Equipment Specifications

- See attached "Exhibit A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's

- See attached "Exhibit A" for contractor fees.
- Taxes shall be applied to material only. No taxes shall be levied on labor.

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 expires **August 31, 2012.**

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid pursuant to the payment schedule in Article 1 of this agreement but in no event shall payment exceed **$ 6,250.00** without prior written approval from the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of **Agreement No. 033112**, 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: 4/18/12

APPROVE AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

C&M COMMUNICATIONS

Contractor Signature

Christopher F. Salsot

Print Name

Date: 04-10-2012

EXHIBIT "A"

C&M COMMUNICATIONS
P. O. BOX 1130
77 S. WALTERS LANE
PAYSON, AZ 85547
(928) 472-9777

Gila County Highway Department
ATTN: Darde DeRoulhac

February 24, 2012

RE: Repeater system for Diamond Pt.

Per our discussion this is our quote for supplying a new highway department repeater and antenna system for installation at our Diamond Pt mtn site.

Kenwood TKR-7510PS 25 watt VHF programmable narrowband repeater with built in power supply, tuned to customer channels and codes; $1488.00

EMR 64536/ENCI-1VHF 100 watt Isoplexer tuned to customer channels; $1894.00. Nominal 3-4 week lead time to have this made and tuned.

Sinclair SD212 5.5 db gain VHF omni directional antenna with 1\2 inch hardline cable and RF connectors; $1013.00

MTRON-PTI 4133-VBN receiver crystal filter and Advanced Receiver Research P150VDG receiver preamplifier, $875.00. Nominal 6-8 week lead time to have this filter made.

Programming, tuning, interfacing, setup, and installation of above equipment at Diamond Pt. Site; $500.00

Total cost; $5770.00

All equipment quoted is new and comes with each manufacturers published warranty.

Applicable taxes will be added to final invoice.

This is an all inclusive quote only.

If you have any questions, please contact Chris at the above number.

This quote is valid for 30 days from above date.

To place an order, please sign and return this quote via fax to: 928 472-7003 along with a copy of your purchase order.

Thank You;

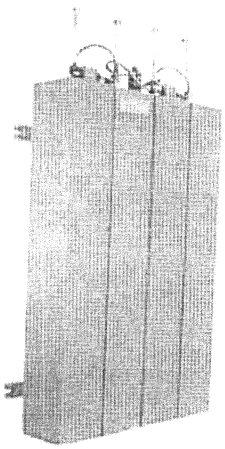
Quote prepared by: CFS
Customer acceptance of above terms and conditions
Signature_____
Title_____
Date_____

DUPLEXERS - BASE STATION ANTENNA
144 - 190 MHz

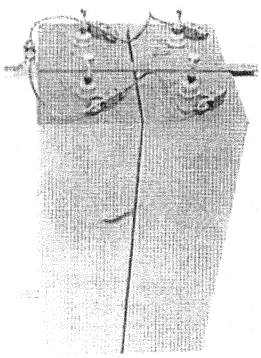
PASS NOTCH

64536/ENC

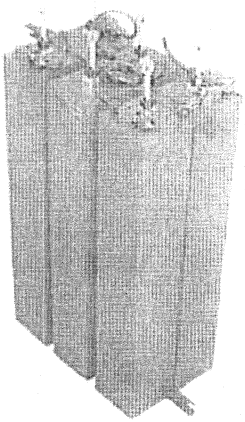
64544/SNC



64674/SNC



64546/SNC



ELECTRICAL SPECIFICATIONS

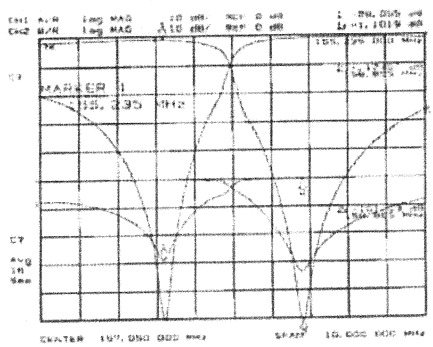
Model Number		64536/ENC	64544/SNC	64674/SNC	64546/SNC
Frequency Band (MHz)		144-190	144-190	144-190	144-190
Input Power		100 W	150 W	200 W	150 W
Spacing vs Loss	Min Space	3.00 MHz	1.00 MHz	0.75 MHz	0.50 MHz
	Max Loss	2.0 dB	1.2 dB	1.5 dB	1.8 dB
Spacing vs Loss	Max Space	15 MHz	15 MHz	15 MHz	15 MHz
	Min Loss	1.2 dB	0.8 dB	0.8 dB	1.2 dB
Isolation	Min	80 dB	80 dB	80 dB	90 dB
	Type	85 dB	85 dB	85 dB	95 dB
Cavities	Size / Qty.	3" / 6	4" / 4	7" / 4	4" / 6
List Price		$1,225.00	$1,760.00	$2,060.00	$2,675.00

MECHANICAL SPECIFICATIONS

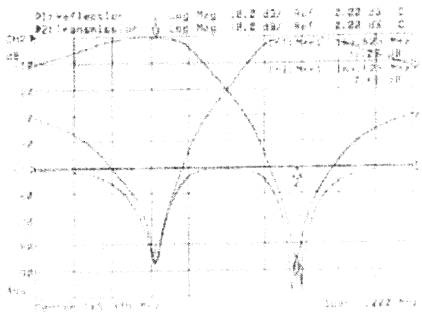
Dim (HxWxD) (Max.)	Inches	3 1/2 x 19 x 15	32 1/2 x 19 x 4 1/2	32 1/2 x 19 x 14 1/4	32 1/2 x 19 x 8 1/8
	Metric	89 x 483 x 381	826 x 483 x 115	826 x 483 x 362	826 x 483 x 207
Connectors		N Female	N Female	N Female	N Female
Finish		Chem Film	EMR Gray	EMR Gray	EMR Gray
Ship Weight: lbs.		11	33	75	71
kg.		5.0	15.0	34.1	32.3

Dimensions are based on mounted position in a standard relay rack

64536/ENC



64544/SNC



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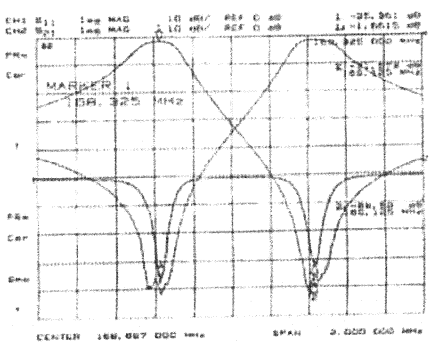
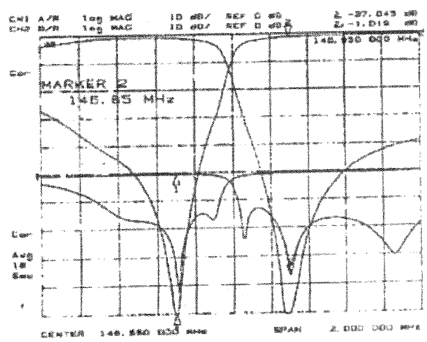


64546/SNC



EMR Corp. 22402 N. 19th Avenue Phoenix, Arizona 85027 Toll Free:1-800-796-2875 Tel: (623) 581-2875
Fax: (623) 582-9499 www.emrcorp.com e-mail: info@emrcorp.com

Electrical Specifications

Frequency Range	MHz	138 to 174	
Bandwidth	MHz	36	
Connector		N-Male	
Gain (nominal)	dBd (dBi)	5 (7.1)	
Input VSWR (max)		1.5:1	
Polarization		vertical	
Impedance	Ω	50	
Pattern		Bi- directional	
Vertical beamwidth (typ)	degrees	17	
Average Power Input (max)	W	250	
Lightning protection		DC ground	
Electrical tilt (available)		0,2,4,6,8, or 10 degrees	

Mechanical Specifications

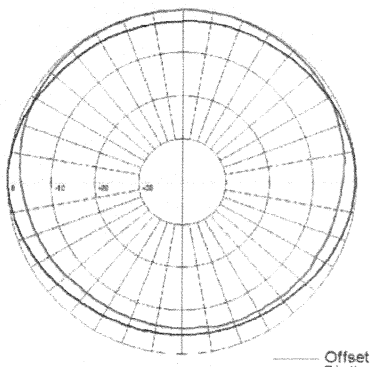
Depth	in (mm)	4.75 (121)	
Length/ Height	in (mm)	120 (3048)	
Width	in (mm)	42.75 (1086)	
Base pipe diameter	in (mm)	2.78 (71)	
Radiating element material		aluminum	
Base pipe material		aluminum	
Weight	lbs (kg)	39.5 (17.93)	
Mounting Hardware (Optional)		Clamp006A or Clamp147	*1
Actual Shipping weight	lbs (kg)	67 (30.42)	
Shipping dimensions	in (mm)	126x48x6 (3200x1219x152)	
Mounting configurations		Universal Mount	
Recommended For Offset Side Mount:		SMK-425-A3-T3 or SMK-425-A7-T3	

Environmental Specifications

Temperature range	°F (°C)	-40 to +140 (-40 to +60)	
Wind Loading Area (Flat Plate Equivalent)	ft² (m²)	2.89 (0.27)	
Wind Loading Area (1/2" ice)	ft² (m²)	4.39 (0.41)	*2
Rated wind velocity (no ice)	mph (km/h)	175 (282)	
Rated wind velocity (1/2" radial ice)	mph (km/h)	150 (242)	
Lateral thrust (100 mph No Ice)	lbs (N)	103 (458.1)	*3
Torsional moment (100 mph No Ice)	ft-lbs (Nm)	102 (137.7)	*4
Bending moment (100 mph No Ice)	ft-lbs (Nm)	332 (448.2)	*5
Tip deflection (100 mph No Ice)	degrees	0.34	*6

Notes
*1 : Qty 2
*2 : 0.5" radial ice
*3 : Value based on 100 mph with 0" ice
*4 : Value based on 100 mph with 0" ice
*5 : Value based on 100 mph with 0" ice
*6 : Value based on 100 mph with 0" ice

Ordering Information
Clamps must be ordered separately.



H-Plane (Azmuth)

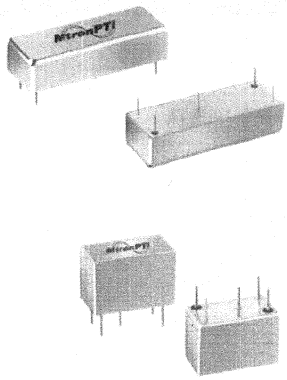
www.sinctech.com

Sinclair's commitment to product leadership may result in improvement or change to this product
Copyright © Sinclair Technologies

XF Series

Crystal Filters (Discrete and Monolithic)

- 5 to 250 MHz
- Bandwidth:
  - Discrete: 0.01 to 2%
  - Monolithic: 0.014 to 0.5%
- Variety of Package Configurations
  - Connectorized
  - Surface Mount
  - Through Hole
- Operating Temperature Range to -45°C to +85°C
- Space Qualified
- Custom Design Capability



Ordering Information

XF XXXX

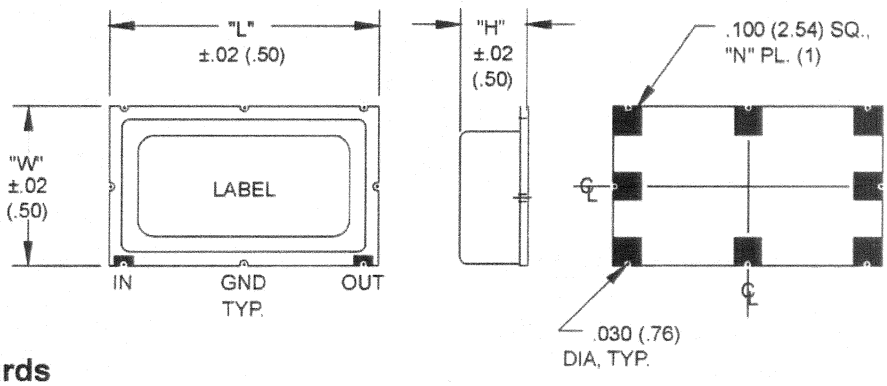
Product Series
Crystal Filter

*Customer Specific Designator

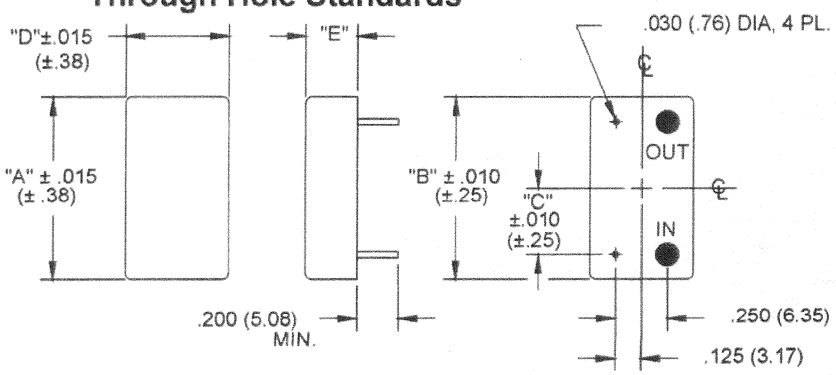
*Assigned based on specific customer and product characteristics.

Type	Frequency (MHz)	3 dB % BW	Shape Factor	Insertion Loss	VSWR	Max. Temperature	# of Poles	Impedance (Ohms)
Discrete	5 - 250	0.01% - 2%	1.5:1 and higher	1.5 dB for 2-pole	1.5:1 or higher	-45°C - +85°C	2-pole to 12-pole	50Ω typical
Monolithic	5 - 200	0.014% - 0.5%	2:1 and higher	1.5 dB for 2-pole	1.5:1 or higher	-45°C - +85°C	2-pole to 12-pole	50Ω typical

Surface Mount Standards



Through Hole Standards

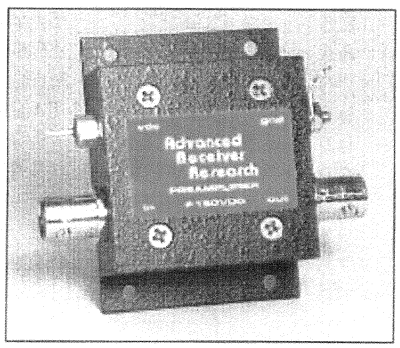


MtronPTI reserves the right to make changes to the product(s) and service(s) described herein without notice. No liability is assumed as a result of their use or application.

Printed from Internet

Ar² Communications Products

High Performance Receive Only Commercial Preamplifiers



Features:

- Low noise figure
- High immunity to overload
- Completely shielded
- Suitable for mast/tower mounting
- Small size
- Rugged low profile custom enclosure

Series PXXXVD, PXXXVDA and PXXXVDG preamplifiers have been designed for the most demanding commercial and military applications. Each model has been optimized for the lowest noise figure consistent with excellent strong signal handling capability. These preamplifiers are suitable for use in any receiver or converter/receiver system. Each preamplifier is housed in a rugged low profile custom aluminum enclosure finished with military grade black urethane enamel. Female BNC coaxial fittings are provided for the input and output connections. Other connectors or connector combinations are available. Complete rf shielding is maintained with a feedthrough capacitor for the dc power connection. Mounting holes, suitable for #4 hardware, are located at each corner of the bottom plate.

Several models of preamplifiers are available for most frequency ranges. Selection of the most suitable model for a particular application will depend primarily on the noise figure and overload characteristics required. Preamplifier models using dual-gate MOSFET and bipolar transistor devices (part numbers with suffix VD or VDA) are suitable for most fixed location and mobile applications. Gallium-arsenide FET (GaAsFET) preamplifiers (part numbers with the suffix VDG) provide the lowest noise figures and highest immunity to overload of any preamplifier types. These preamplifiers would be well suited for those systems where absolute best coverage is desired, or in areas where strong signal levels are normally a problem.

Extensive testing of these preamplifiers on existing communications systems indicate that a signal-to-noise improvement of 6 - 14 dB can be expected. For example, a 10 dB improvement in receiver signal-to-noise performance would give a users 5-watt handheld the same range as a 50 watt unit! Each and every preamplifier is precision aligned on our noise figure measuring equipment and should provide long trouble free operation.

All preamplifiers are designed to be powered by a 10 - 16 volt dc source with a current consumption of 25 mA. Low power consumption along with the small size make these preamplifiers ideal for installation within existing equipment or systems, or for remote mounting at the antenna. Mounting the preamplifier at the antenna will provide the best system noise figure.

Specifications

Model	Freq. Range (MHz)	N.F. (dB)	Gain (dB)	1 dB Comp. (dBm)	1 dB Bandwidth (MHz)	Device Type	Price

PUBLIC COMMUNICATIONS SERVICES, INC.
12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web http://www.globaltellink.com

INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Public Communications Services, Inc. ("PCS"), having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and **Gila County Detention Center** with an address at 1100 South Street, Globe, AZ 85502 ("Premise Provider").

1. Term. This Agreement shall be in effect for five (5) years, commencing from the date of the full execution of this Agreement. Commission calculations shall begin as of the first date of documented operation and first call completion. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for up two (2) additional one (1) year terms.

2. Equipment. This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: the Gila County Detention Center (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

3. Services. At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange

carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

4. Compensation. Remuneration shall be fifty-three percent (53%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Gila County Detention Center
1100 South Street
Globe, AZ 85502
Attn: Jim Eskew, Jail Commander

5. Rates. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

SCHEDULE D
INITIAL CALL RATES

Collect Call Rates

	Per Call	Per Minute	Other
Local	$2.30	$0.00	
IntraLATA	$1.95	$0.25	
InterLATA	$3.40	$0.69	
Interstate	$4.55	$0.89	

***These are the Collect rates currently in effect at Gila County and reflect the dominant carrier rates for each call type in the state of Arizona. Operator surcharges include FCC approved Pay Telephone Usage Charge (PTUC) amounts.**

Pre-Paid Collect Call Rates

	Per Call	Per Minute	Other
Local	$2.30	$0.00	
IntraLATA	$1.95	$0.25	
InterLATA	$3.40	$0.69	
Interstate	$4.55	$0.89	

Debit Account or Debit Card Rates

	Per Call	Per Minute	Other
All Domestic Call Types	$0.50	$0.50	
International	$4.00	$1.00	

Please note: rates are exclusive of taxes.

6. <u>Records & Confidentiality.</u> The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any request for proposal that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with

respect to the information, or is developed independently by the party (and this can be verified).

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

7. Further Assurances. During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

(a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.

(b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.

(d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.

(e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.

(f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities provided under this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company by any person arising out of failure of Premise Provider (or the Company at the direction of the Premise Provider) to comply with such applicable law, regulation or guideline.

(g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

8. Title. Title to Equipment hereunder shall be and at all times remain in the Company.

9. Relocation. Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. Notices. Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company:

Public Communications Services, Inc.
12021 Sunset Hills Road
Suite 100
Reston, Virginia 20190
Phone: (703) 955-3915
Fax: (703) 435-0980
ATTN: Legal Department

To Premise Provider:

Gila County Detention Center
1100 South Street
Globe, AZ 85502

Phone:
Fax:
ATTN: Jim Eskew, Jail Commander

11. Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of Virginia.

12. Indemnification & Consequential Damages. Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective

parties. Company's liability under this Contract shall in no event exceed the total Contract value or $500,000, whichever is lesser.

13.Risk of Loss. The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

14.Default. In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

15.Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16.Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17.Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

18.Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

19. Dispute Resolution. Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

(a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Reston, Virginia, USA. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.

(b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Reston, Virginia, USA. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.

(c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

20. Anti-Terrorism Warranty. Pursuant to A.R.S. §35-393.06(B) and 35-391.06(A) the Company 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.

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

Premise Provider shall have the right at any time to inspect the books and records of Company and any subcontractor in order to verify each party's compliance with the State and Federal Immigration Laws.

Any breach of Company'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 Company 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, Company 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.

Company 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."

22. Cancellation. This agreement is subject to cancellation pursuant to A.R.S. §38.511.

23.Survival. Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

24.Entire Agreement. This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

25.Amendment. No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

26.Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 18TH day of APRIL, 2012.

Company

Public Communications Services, Inc.

Signature

Name: Jeffrey B. Haidinger
Title: President, Services

Premise Provider

Gila County

Signature 4/18/12

Name: Don E. McDaniel, Jr.
Title: County Manager

APPROVED AS TO FORM:

Bryan B. Chambers
Chief Deputy County Attorney

Exhibit A

Facility Name and Address:

Gila County Detention Center
1100 South Street
Globe, AZ 85502

Actual on-site equipment:

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

List of On Site Equipment

- One (1) ICMv Inmate Telephone Platform (new)
- Inmate Telephones (existing)
- One (1) Desktop Computer Workstation (new)
- One (1) Laptop Computer (new)

Optional Equipment

- One (1) Lobby Kiosk*

*Will require signing of a separate Kiosk Memorandum of Understanding

Fees

Standard Fees are shown below:

Account Transaction Fees	When Applied	Amount
Automated IVR Deposit of $25 or $50*	Per Transaction	$6.25
Credit Card Deposit through PCS Website*	Per Transaction	$6.25
Credit Card Deposit via Live Operator	Per Transaction	$8.75
Account Close-Out Fee	One Time	$4.95
Deposit sent to PCS via Western Union**	Per Transaction	$0.00
Certified Check mailed to PCS	Per Transaction	$0.00
Money Order mailed to PCS	Per Transaction	$0.00

Federal, State and Cost Recovery Fees	When Applied	Amount
Federal Universal Service Fee (FUSF)	Monthly per invoice of Interstate Calls	15.3%
Federal Administration Cost Recovery Fee	Interstate Collect Calls billed via paper invoice	$1.99
State Carrier Cost Recovery Fee	Intrastate Collect Calls billed via paper Invoice	$1.99
State Carrier & Federal Administrative Cost Recovery Fee	Intrastate & Interstate Prepaid Collect calls	5.0% of Cost of Call
Single Bill Cost Recovery Fee	Monthly per paper invoice of Collect Calls	$2.89

12021 Sunset Hills Road. Ste. 100
Reston, Virginia 20190
Tel 703-955-3915
Fax 703-435-0980
Web http://www.globaltellink.com

LETTER OF AGENCY

DATE:_____

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH PCS, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

_____ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

Gila County Detention Center
1100 South Street
Globe, AZ 85502

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE PCS TO DO THE FOLLOWING:

(X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES

(X) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

_____ 4/18/12
AUTHORIZED SIGNATURE

Don E. McDaniel, Jr.
PRINTED NAME

County Manager
TITLE

_____
BUSINESS TELEPHONE

AMENDMENT NO. 1

The following amendments are hereby incorporated into the contract documents.

PROFESSIONAL SERVICES CONTRACT NO. 110411
FINANCIAL REPORTS CONSULTING

Effective November 14, 2011, Gila County and Linda Koury entered into a contract whereby the Consultant agreed to provide Financial Reports Consulting for the Public Works Division and assist in preparation of grant fund reports, reconciliation, bond projects, and forest service reports. The contract will expire May 18, 2012.

Amendment No. 1 will extend the contract for six months from May 19, 2012, to November 18, 2012. There will be no change in monetary value.

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

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 4/18/12

CONSULTANT

Linda Koury

Date: 4-17-12

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. 040212
TIRE SHOP CONCRETE FLOOR & SLAB INSTALLATION

THIS AGREEMENT, made and entered into this 18th day of APRIL, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Wantland and Sons Construction 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 in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Consolidated Roads Manager or designee. All work must be performed in conformance with industry standards and best practices.

Gila County will provide Water, ABC, & Quality Control Testing for the project.

Scope of Work

Contractor shall provide material and installation of a concrete slab and floor at the New Gila County Tire Shop located at 1001 W. Besich Blvd, Globe, Arizona, as follows:

Concrete Floor Tire Shop

Specifications

- Floor Size 38' 6" Long x 27' Wide
- 6x6 wire mesh
- Fiber added to concrete
- 4" class 2 ADOT spec ABC
- 4" Concrete
- One 4" drain

Description

- Slab shall have a 2% slope starting at outer East and West edge to centerline.
- 2% slope starting at North end flowing South to 4" drain.
- North end of slab shall have a 12"x12" turn down with 2 # 4 rebar in footer.
- # 4 vertical rebar tied to 6x6 mesh every 3 feet.
- Dowels using # 4 rebar shall be drilled and anchored a minimum of 3" with epoxy into existing footer every 3 feet on interior of existing footer.
- Dowels shall be 2 feet long and tied to 6x6 mesh.

- Expansion joint placed all around interior floor of tire shop.
- Two saw cut control joints running east/west on floor.

Concrete Slab In Front of Tire Shop

Specifications

- Slab Size 28'8" Long x 18' Wide
- Concrete shall be 4000 psi
- 6x6 wire mesh
- Fiber added to concrete
- 4" class 2 ADOT spec ABC
- 4" Concrete

Description

- Slab shall have 2% slope starting on South edge flowing North.
- Slab shall have a 12" x 12" down all the way around slab.
- 2 # 4 rebar in footer with # 4 vertical tied to 6x6 mesh every 3 feet apart.
- South edge Dowels using # 4 rebar shall be drilled and anchored with epoxy every 3 feet.
- Dowels shall be 2 feet long and tied to 6x6 mesh.

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: The term of the agreement shall commence on date signed by County Manager and continue to June 30, 2012, unless canceled or extended as otherwise provided herein.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 7,525.36** for completion of the project outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of **Contract No. 040212,** 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: 4/18/12

WANTLAND AND SONS CONSTRUCTION LLC

Signature

Jeff Wantland

Print Name

Date: 4-13-12

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 041212

WEATHERIZATION PROJECT NO. HH2129

THIS AGREEMENT, made and entered into this 18th day of APRIL, **2012**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders, LLC**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of Weatherization Project HH2129, 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 **May 31, 2012.**

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 11,027.36** 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, Service Agreement **No. 041212** has 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: 4/18/12

MOUNTAIN RETREAT BUILDERS, LLC

Signature

John O'Donetto

Print Name

Date: 4-17-2012

APPROVED AS TO FORM

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

EXHIBIT "A"

Mountain Retreat Builders, LLC.
ROC #170186

ESTIMATE

HH # 2129

PO Box 688
Globe AZ 85502
Phone 928-606-4674

DATE: MARCH 21, 2012

TO:
Gila County Community Services Division
Weatherization Program
5515 S. Apache Ave. Suite #200
Globe, AZ 85501
928-425-7631

PROJECT:
HH 2129
Miami AZ 855321

	DESCRIPTION		AMOUNT
1	2.5 ton gas/electric package roof mount, with new ducting system gas to existing, electric to existing.		6,900.00
	Duct sealing for all existing registers to WAP standards of 1 pa or less. Duct sealing WAP standards of 1 pa or less. Provide room pressure relief to WAP standards of 3 pa or less.		
	To eliminate or Reduce air infiltration in Home. Add Weather stripping & Caulk exterior doors as needed. Apply Foam n Caulk thru ought home As Needed		1,160.00
	Add Insulation to meet R-38.		775.00
	Re work water heater venting and test to be sure it meets all codes		250.00
	Add 4 Sun Screens (3x4,6x2,4x4,3x4)		$350
	Replace existing electric stove with 30" free standing Natural Gas, new flex & valve		599.00
	Taxes included		993.36
	Monitor project to insure targeted energy savings reductions achieved.		
	Call and set up test out to verify the job is completed as contracted.		
		TOTAL	$ 11,027.36

Make all checks payable to Mountain Retreat Builders, LLC
Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 041312

WEATHERIZATION PROJECT NO. HH8465

THIS AGREEMENT, made and entered into this 18th day of APRIL, **2012**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Rodriguez Construction**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of Weatherization Project HH8465, 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 **May 31, 2012.**

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 10,933.90** 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, Service Agreement No. 041312 has 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: 4/18/12

RODRIGUEZ CONSTRUCTION INC.

Signature

ARTURO I RODRIGUEZ

Print Name

Date: 4-16-12

APPROVED AS TO FORM

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

EXHIBIT "A"

RODRIGUEZ CONSTRUCTIONS INC.

Estimate

P. O. Box 13
Miami, AZ 85539
928-425-7244
928-425-5337

RES/COMM. LIC. #
ROC247373K42
RES. #ROC247371B
COMM. # ROC247372 B-01
rodriguezconst@hotmail.com

3/27/2012	71

Gila County Housing
5515 South Apache Avenue
P. O. Box 1254
Globe, AZ 85502
Attn: Valrie

Ship To

HH 8465

Rodriguez Constructions Inc. hereby proposes to submit an estimate to preform the following work:

Daisy Karnes

Description	Qty	Cost	Total
Seal home to WAP standards, Reduce 154 CFM		105.00	105.00T
Fix flue pipe for proper draft		375.00	375.00T
Insulate the home to R-38 blown in.		735.00	735.00T
Install a 2.0 ton Gas Pac with 60K heat on roof and ducted to each room.		8,608.00	8,608.00T
Install 5 sun screens on the east and south side of the house.		468.70	468.70T
Sales Tax		6.24%	642.20

$10,933.90

This bid is good for 30 days for the date created.

Respectfully Submitted,
Art I. Rodriguez

AMENDMENT NO. 3

The following amendments are hereby incorporated into the contract documents for the below stated project:

CONTRACT NO. 688 0.102/4-2011
JANITORIAL SERVICE PAYSON ADMINISTRATION

MOONLITE JANITORIAL

Effective May 3, 2011, Gila County and Moonlite Janitorial entered into an agreement whereby the contractor agreed to provide janitorial service for the Payson Administration Building. The term of the agreement is for 1 year and will expire May 2, 2012. Per Article XI of the agreement the County has the option to renew the contract for two more one year terms.

Amendment No. 3 will extend the agreement from **May 3, 2012, to May 2, 2013**, for janitorial service of the Payson Administration Building, the Beeline Hwy Court Complex as needed upon county facilities absence, and the Star Valley Maintenance Yard carpet cleaned twice per year.

All other terms and conditions of the original agreement shall remain in effect through the renewal period.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 4/25/12

MOONLITE JANITORIAL

Jeff Gaskill

Date: 4/14/12

JCG
TECHNOLOGIES
9941 E. Mission Lane, Scottsdale, AZ 85258
Phone: 480 661-5629 Fax: 480 661-7589
www.jcgtechnologies.com

Bench Conference System
Gila County Superior Court, AZ
February 21, 2012

JCG Solution

JCG Technologies, Inc (JCG) is an integrated digital media solutions provider. We offer integrated digital media solutions for courts, commissions, agencies, councils, boards, and other governmental organizations that need to produce a record of their proceedings/meetings.

JCG provides cost effective solutions to courts and other organizations that want to automate their legal workflow and improve access to information; improving customer service while saving time and money.

This system proposal is offered as a detailed explanation and outline for the above referenced project. The proposal details our scope of work, any concerns or exclusions, and our cost to you for the referenced project. Please read all information carefully and feel free to contact us with any questions or concerns.

Scope of Work

It is our goal to deliver a complete and functional, integrated media design whose components are listed below.

JCG will:

- Provide and install bench conference recording solutions in the four (4) County Courtrooms. The solution provided will enable the recording of bench conferences while muting the sound reinforcement to the general courtroom by providing "white noise" through the Court's voice reinforcement system. A small control pad with buttons for muting the

audio during bench conferences will be provided and installed as part of the solution.

Note equipment requirements will vary per courtrooms as follows:

Globe Courtrooms A and B
1. Control Pad

Payson Courtrooms Main and West
1. Control Pad
2. Replace the MX 6/4 Mixers with Lectrosonics DM Mixers.
3. Add a QSC ISA500Ti Amplifier to the Payson Main Courtroom

- Provide and install assisted listening devices for each of the four (4) County Courtrooms. Each system will include four (4) headsets.

- Provide a lapel microphone for the audio system in Payson.

- JCG will terminate and test the complete system prior to training.

- Provide the client with the manufacturers manuals, warranty cards, and any other pertinent pieces of documentation.

- Test and verify the installation and termination of all cables required to provide the client with a fully functioning integrated media system.

- Provide comprehensive training on system usage and features to the client. Training will be scheduled and conducted upon client's written acceptance of the completed system.

Requirements and Exclusions

The following details certain exclusions and points of concern as it relates to this project.

- JCG is not responsible for providing 110 VAC circuits to the specified equipment and/or to the equipment locations. JCG will coordinate with the

client as to the engineered and physical requirements of the power circuits, which will be provided by client and or its subcontractor.

- JCG is not responsible for any painting, drywall, millwork or ceiling modifications required for this project.

- Client will need to provide adequate space for any equipment rack mounting. JCG will furnish requirements for the rack locations if required.

System Cost

This proposal is valid for 60 days from the date shown above. In the event the date of your approval to proceed exceeds this 60-day limitation, JCG will recalculate this proposal to represent the current costs for the system.

Equipment Cost	**$14,700.00**
Engineering/Programming	**300.00**
Closeout Documentation and User Manual	**Included**
Assembly Labor	
Globe A and B Courtrooms	**650.00**
Payson Main and West	**1,750.00**
Travel / Lodging / Expenses	**Included**
Testing	**Included**
Training	**Included**
Freight Equipment	**400.00**
Sales Tax	**1,342.50**
Total Cost	**$19,142.50**

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Components

Item Description	Qty	
Common Items		
Cables and Connectors, Screws, Misc Connectors	1	
Audio System		
QSC ISA500Ti Amplifier – For Payson Main Courtroom	1	
Lectrosonics 1612F Digital Matrix Audio Processor (16 inputs 12 outputs) – For Payson Courtrooms	2	
Shure Wireless Lapel Microphone and Battery Pack	1	
Judge's Control Pad	4	
Listen Systems LS-02 Assisted Listening Solution with four (4) LS02-072 Headsets	4	

Deadline and Deliverables

A successful project requires that all parties work toward a common goal, especially as it relates to the completion of the project. JCG deliverables are based on a timeline that commences when JCG receives a signed contract or a purchase order authorizing its engagement for this project.

JCG is forecasting the delivery, installation, testing and commissioning of the proposed system to be complete no later than 30 days from receipt of a purchase order or signed contract. Upon official acceptance of this proposal and issuance of a signed contract or purchase order, JCG will contact the client to establish a working deadline for the completion of this project.

In the event the client requests changes to the original scope or deadline, JCG will propose a revised cost to the client for such changes and will issue an altered deadline as dictated by the request.

Method and Terms of Payment

A signed contract or a purchase order will serve as an acknowledgement and an agreement to the payment terms. In the event that it is impossible to honor these payment terms due to corporate or government restrictions, JCG will issue a new proposal or acceptance reflecting the altered and agreed upon terms of payment.

Each invoice shall be due and payable to JCG Technologies, Inc., at the address specified in this quotation. Client agrees to pay a late charge of two percent (2%) per month or the maximum lawful rate; whichever is less, for all amounts not paid within thirty (30) days of receipt of invoice.

JCG. will provide detailed accounting of part numbers, serial numbers, and equipment location. Our payment terms for this project are:

50% When the Purchase Order is issued.

Final payment of the contract upon completion and delivery of proposed system.

System Warranty

The strength of any Systems Integration Company is its ability to stand behind its system and workmanship. JCG is proud to offer a one-year "bumper to bumper" warranty for this project. This warranty period commences upon the completed installation.

What is Covered?

Workmanship:

Should any part of the system installed by JCG fail due to faulty wiring, faulty termination, or any other negligent act of labor by JCG.; we will repair the system at no charge to the client. This workmanship warranty lasts for the lifetime of the system.

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Hardware and Components:

JCG honors the manufacturer's warranty for all equipment sold for this project. Each individual manufacturer warrants its product for varying lengths of time. Should any product need replacement during the system warranty period, JCG will repair or replace that product at no charge to the client.

Outside of the system warranty period, JCG will assist the client in exercising any remaining warranty on the specific product. This will be done at normal service rates and expenses.

What We Will Do:

During the system warranty period, JCG will make every attempt to remotely diagnose and/or repair the deficiency of the system prior to an on-site service call. Once our staff has determined that there is no alternative but to conduct an on-site visit, we will make every attempt to respond as quickly as possible. JCG will provide on-site warranty coverage that includes a best effort response time of no more than 48 hours.

Standard On-Site Guarantee:

Our standard on-site service lasts for 90-days after system acceptance and project sign off. After our initial on-site guarantee ends, JCG will provide its normal response times for your system. Our on-site service is guaranteed for the system components provided by JCG and *does not include* any owner-furnished equipment. JCG does provide extended on-site response service agreements beyond your 90 days. Contact JCG for information.

Handling a Warranty Claim:

Once a service call is made, our service department will handle the claim. Our service department can be reached during normal business hours at (480) 661-5629. Our normal business hours are Monday through Friday, 8:00am to 5:00pm. AZ MST, excluding holidays. We encourage our clients to

keep us aware of critical meeting dates in the unlikely event a service issue arises. During the first year, there is no charge for handling the warranty.

Outside of that period, should a service call be required, you will incur time and material charges at a current service rates and expenses of JCG

Technologies, Inc. This includes travel expenses. Additional comprehensive preventative maintenance programs are available from JCG.

Individual Equipment Warranty:

Aside from the system warranty, most components will carry additional manufacturer warranty coverage anywhere from two to four years. Our system documentation includes all of the necessary paperwork and cards so that the client can register with the manufacturers to officially be eligible for the warranty. As an authorized dealer of each system component, JCG will be available to assist in the processing of warranty claims for your project if and when the need arises.

What This Warranty Does Not Cover:

This system warranty does not cover defects resulting from accidents, alterations to the system, unauthorized repair of components, or general misuse of the system. JCG reserves the right to refuse warranty service if it is found that the client is negligent as described above.

Contact Information

Please do not hesitate to contact me if you have any questions or require any additional information.

Steve Schmenk

President
JCG Technologies, Inc.
9941 East Mission Lane
Scottsdale, Arizona 85258

Phone: 480 661-5629
Fax: 480 661-7589
Mobile: 602 418-5307
E-mail: srschmenk@jcgtechnologies.com
Web: www.jcgtechnologies.com

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

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

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

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

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

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 5/1/12

JCG TECHNOLOGIES

Steven R. Schmenk, President

Date: 4-23-2012

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy 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. 041912

SHOP LIFT RELOCATION & INSTALLATION

THIS AGREEMENT, made and entered into this 2nd day of May, **2012**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and **Mohawk Automotive Lifts Southwest**, of the City of Tempe, 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 Auto/Shop Manager or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work

Contractor shall provide for the labor and material to remove and reinstall the two (2) post lifts from the old shop location on Ash Street to the new shop location at 1001 W. Besich Blvd. (See attached Exhibit "A")

Contractor shall

- Dismantle 2 lifts, load onto trailer and transport lifts to the new shop location
- Install lifts into bays at new location.
- Lifts will be adjusted, lubricated and tested for proper operation after installation.
- The Contractor shall perform the final concrete work for hydraulic line trench.

County shall

- Provide adequate concrete thickness, level surface and overhead clearance for lift installation.

Contractor Fees

See attached Exhibit "A" by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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 expires June 30, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid pursuant to the fee schedule in Article 1 of this agreement but in no event shall payment exceed **$ 2,285.20** 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, *Service Agreement No. 041912 has 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: 5/1/12

MOHAWK AUTOMOTIVE LIFTS SOUTHWEST

Contractor Signature

MIKE GREEN

Print Name

Date: 4-19-12

APPROVE AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

EXHIBIT "A"

Mohawk Automotive Lifts S.W.
702 E. Chilton Drive
Tempe, AZ 85283
Ph: 480-332-7402
Fax: 480-897-9720
E-mail: mohawkaz@msn.com

Mohawk Automotive Lifts Southwest

Estimate

Date	3/16/2012
Estimate #	10866

Customer
Gila County Fleet-Globe John Root 1400 E. Ash Street Globe, AZ 85501

Project
Relocate Lifts to New Facility-2012

Customer Contact	Customer Phone	Customer Fax
John Root	928-402-8524	928-425-4416

Qty	UOM	Description	Price	Total
1	Each	Labor and Materials to relocate (2) two post lifts from old shop to new facility. Includes: Dismantle lifts, load on trailer, transport to new shop and set up/ install in new bays. Includes adjustments, lubrication and testing lifts for proper operation. Mohawk install includes final concrete work for hydraulic line trench.	1,250.00	1,250.00
2	Each	Mohawk TP-15 underground lines w/hydraulic fittings.	107.00	214.00T
2	Each	Annual ALI/OSHA Lift Safety Certification (new lift-N/C)	175.00	350.00
26	Each	6 1/4" x 3/4" Anchor Bolts	5.50	143.00T
1	Each	Out of town trip charge-Zone 2-Globe. Includes lodging.	295.00	295.00
		-Installation does not include electrical service. -Customer to provide adequate concrete thickness, level surface and adequate overhead clearance for installation. -Underground obstructions, such as rebar or conduit, while drilling anchor bolts will incur additional charges of $65.00 per hour labor plus materials.	0.00	0.00

Sales tax and freight are Not included in estimate total unless otherwise specified. Estimate pricing is valid for 30 days.

Subtotal	$2,252.00
Sales Tax (9.3%)	$33.20
Total	$2,285.20

Accepted By: _____

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. 022912

PAYSON SHERIFF'S OFFICE JAIL ELECTRICAL UPGRADE

THIS AGREEMENT, made and entered into this 2nd day of May, **2012**, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Bridgers & Paxton Consulting Engineers, Inc.**, of the City of Phoenix, State of Arizona, hereinafter designated the Engineer.

WITNESSETH: The Engineer, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Consultant agrees to provide Professional Engineering Consulting services for the upgrade of the electrical system located at the Gila County Sheriff's Office Jail, 108 West Main Street, Payson, Arizona.

Consultant will provide the following:

A. Construction Documents
   1. Preliminary site visit prior to start of design to verify existing conditions.
   2. Site plan to include building outline, service entrance locations, primary and secondary feeder locations, connection point to utility (to property line).
   3. Symbol legend sheet.
   4. Drawing sheet with One-Line diagram, size feeders and panels.
   5. Building load calculations.
   6. Prepare panelboard schedules. (Based on existing building record drawings provided by the County.)
   7. Fault current calculations.
   8. Prepare specifications for electrical service work.

B. Bid Award
   1. Answer any electrical questions from bidders.
   2. Assist the County in review of bids, scope provided by contractors and make recommendations to the County.

C. Construction Administration
   1. Review shop drawings for conformance with specifications and drawings.
   2. Answer any RFI's that may occur.
   3. Site visit at substantial completion for observation of work and punchlist preparation.

4. Review and comment on final closeout documents and review of record drawings with memorandum to the County.

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 Consultant 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: The consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, it's officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extend caused by the consultants' negligent performance of professional services under this Agreement and that of it sub-consultants or anyone for whom the consultant is legally liable.

The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the consultant, its officers, directors employees and sub-consultants (collectively, consultant) against all damages, liabilities or costs, including reasonable attorneys" fees and defense costs, to the extend caused by the clients' negligent acts in connection with the project and the acts of its contactors, subcontractors or consultants or anyone for whom the client is legally liable.

Neither the client nor the consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ARTICLE 4 – INSURANCE REQUIREMENTS: Consultant 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 Consultant, 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 Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

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

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, Consultant 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 Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Consultant 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, 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 Consultant from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Consultant 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, 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:** Consultants' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Consultant 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: Consultant hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subcontractor who performs any work for Consultant 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 Consultant and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Consultant'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 Consultant 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, Consultant 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.

Consultant 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 Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Consultant 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. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant 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 Consultant 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: Consultant is an independent Consultant of the County. Consultant 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. Consultant 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 Consultant that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Consultant 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 Consultant 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 Consultant for the same supplies or services covered under this Addendum.

ARTICLE 11 – 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 Consultant 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 12 – 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 13– TERM: Contract shall be effective date signed by the County Manager and expires June 30, 2012.

ARTICLE 14 – PAYMENT/BILLING: Consultant shall be paid a flat fee of **$ 8,440.00** 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 consultant.

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 Consultant. Purchase orders sent to the Consultant reflect these terms and conditions.

The Consultant 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 Consultant does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of **Agreement No. 022912**, 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: 5/1/12

BRIDGERS & PAXTON CONSULTING ENGINEER,S INC.

Signature

VICE - PRESIDENT

Title

Date: 4/19/12

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. 041112

SHERIFF'S OFFICE SQUADROOM CARPET INSTALLATION

THIS AGREEMENT, made and entered into this 2nd day of May, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Kino Floor's & Interiors**, 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 Sheriff's Office or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work

The Contractor shall remove existing carpet and baseboard, and provide for material and installation of new carpet and baseboard in the Globe Sheriff's Office squadroom.

See attached "Exhibit A" made a binding part of this agreement as set forth herein.

Contractor Fees

Material	$ 807.96
Labor	$ 450.00
Tax	$ 81.77
Total	$ 1,339.73

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: The term of the agreement shall commence date signed by County Manager and terminates May 31, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid per the fee schedule as stated in Article 1, but in no event shall payment exceed **$ 1,339.73** 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, Contract No. 041112 has been duly executed by the parties herein above named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 5/1/12

KINO FLOOR'S & INTERIORS

Signature

DALE FLETCHER

Print Name

Date: 4-11-12

APPROVED AS TO FORM

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

EXHIBIT "A"

KINO FLOORS & INTERIORS, LLC.
401 North Broad Street
GLOBE, ARIZONA 85501
425-9443
Fax: 425-6249

JOB 007306
INVOICE

SOLD TO: Gila County Jail
ADDRESS: 7TH & SOUTH ST
CITY: Globe AL STATE: 85501
HOME PHONE:
JOB PHONE:

SOLD BY: Dale
DATE OF ORDER: 3/20/12
CHECKED INSTALLATION:
SCHEDULED COMPLETION:
CASH | CHARGE | OTHER

CUSTOMER: C/O claudia Dalmolin 402-8572
CONTRACTOR:

ROOM	MFGR./DISTR.	STYLE NO.	PRODUCT NAME	COLOR NO.	COLOR NAME	TYPE OF FLOORING	WIDTH	LENGTH	TOTAL SQ.YD/FT	PRICE PER SQ.YD/FT	AMOUNT
1 Squad Room	Cambridge Relay Rly 04 Amber Ash						19	21	51	12.86	655 86
2											
3											
4	BABC 4 in w/toe								78'	1.95	152 10
5											
6											
7											
8											
9											
10											

3011-300.340.000.4120.10

THE HOUSE ☐ WOOD ☑ CEMENT | ☑ STORE ☐ YES ☐ NO | ☐ FINANCE ☐ YES ☑ NO | TEST: Remove old cpt + Base

TERMS AND CONDITIONS:

Glue cpt Down

SUB-TOTAL	807 96
LABOR	450 00
SALES TAX	81 77
TOTAL	1339 23
DEPOSIT	
BALANCE DUE	

CUSTOMER READ BEFORE SIGNING. Buyer understands that there may be a dyeset variation from sample. Seller is not responsible for ships, dents or conditions of existing moldings, doors, jambs or fixtures. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors. Seller is not responsible for customers measurements. Seller is not responsible for manufacturer or shipper delays. Unforeseen structural problems upon installation may change the amount due on this invoice. A FINANCE CHARGE OF ____% (____% PER ANNUM) will be charged to accounts past ____ days. In the event Buyer defaults under the terms of this agreement, Buyer agrees to pay reasonable attorney fees, if the sums due are collected by or through an attorney.

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

BUYER HEREBY ACCEPTS THE ABOVE TERMS AND CONDITIONS. Sign _____ DATE ___/___/___

DATE COMPLETED AND
FAX RECD. ___/___/___

Thank You!

ORIGINAL

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

1400 E. Ash St.
Globe, AZ 85501

GILA COUNTY
DIVISION OF HEALTH AND
EMERGENCY SERVICES
5515 S. APACHE AVENUE
GLOBE, AZ 85501
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 041712

HEARING TEST MACHINE MAINTENANCE AND REPAIR

THIS AGREEMENT, made and entered into this 2nd day of May, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the ***County***, and **MSR West, Inc.**, of the City of Boulder, State of Colorado, 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: Contractor shall provide for the maintenance and repair service of the Otoacoustic Emission (OAE) hearing test machine located at the Gila County Health Department. The otoacoustic emission testing is the recording of sounds that the ear produces itself and is used to test hearing in infants and children.

Contractor shall

- Perform annual calibration on the ARECAL AUDX's hearing test machines (2 each).
- Maintenance and calibrations shall be performed during the County's normal working hours of 8:00 am to 5:00 pm, Monday through Friday, excluding holidays.
- Calibrations shall be good for one (1) year.
- Provide unscheduled service or emergency repair service at the request of the County.
- For call outs, shall provide an on-site response time of twenty-four (24) hours or less, Monday through Friday. (May be deferred to the next working day on weekends and holidays.)

County shall

- Provide a schedule to Contractor describing when the equipment will be available for regular schedule service.
- Provide safe and clear access to the equipment.

Contactor fees *(See attached Exhibit "A" by mention made a binding part of this agreement as set forth herein.)*

- Scheduled maintenance service/Calibration $130.00 per machine = $260.00 annually
- Demand Repair and Billable Services: County will be invoiced for labor and parts at a rate of $125.00 per service call plus cost of repair or parts if needed.

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: Each party shall indemnify and hold harmless the other, its respective employees, agents and subagents individually and collectively, from all fines, claims, demands, suits or actions of any kind including costs, expenses and attorneys' fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the indemnifying party occurring in the performance of its responsibilities under this agreement. Where both County and Contractor, including their respective officers, employees, agents an subagents, participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor will provide the County with a certificate of insurance upon request, which shall set forth the insurance coverage carried by or on behalf of the Contractor with respect to the Services provided hereunder. Provider may reasonably self-insure its obligations hereunder.

ARTICLE 5 – 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 6– 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 7 – 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 8 – LEGAL AZ WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would

have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

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

ARTICLE 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 May 1, 2012, and continue to April 30, 2013, unless canceled or extended as otherwise provided herein. The agreement may be renewed upon agreement of both parties for two (2) additional one (1) year terms.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid per the fee schedule as stated in Article 1, but in no event shall payment exceed **$ 1,000.00** 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, *Service Agreement No. 041712 has 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: 5/1/12

MSR WEST, INC.

Contractor Signature

DANNA S. Pita

Print Name

Date: 4-17-12

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

EXHIBIT "A"

MSR WEST, INC.
P.O. BOX 18176
BOULDER, CO 80308-8176
3036040044

Order Number: 0100725
Order Date: 3/28/2012

Salesperson: JRA
Customer Number: 01-0001542

Sold To:
GILA COUNTY HEALTH DEPARTMENT
5515 S. APACHE #100
GLOBE, AZ 85501
Confirm To:

Ship To:
GILA COUNTY HEALTH DEPARTMENT
5515 S. APACHE #100
GLOBE, AZ 85501

Customer P.O.	Ship VIA	F.O.B.	Terms
			NET 30 DAYS

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
/ARECAL AUDX'S	EACH	2.0	0.0	0.0	130.00	260.00

THIS QUOTE IS FOR ANNUAL CALIBRATIONS FOR THE HEARING TESTING EQUIPMENT. THE CALIBRATIONS ARE GOOD FOR 1 YR AND DOES NOT INCLUDE ANY SERVICE REPAIRS OR PARTS.
A SERVICE CALL IS $125 PLUS COST OF ANY REPAIR OR PARTS IF NEEDED.

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. 043012

GREASE TRAP REPAIR – GLOBE GILA COUNTY JAIL

THIS AGREEMENT, made and entered into this 2nd day of May, **2012**, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Earthquest Plumbing, Inc.**, of the City of Phoenix, State of Arizona, hereinafter designated the Engineer.

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. All work must be performed in conformance with industry standards and best practices.

Contractor will provide material and labor for the replacement of the non-functional grease trap located in the kitchen of the Globe Gila County Jail.

Scope of Work: Refer to attached Exhibit "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Exhibit "A"

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 – INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any

federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

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

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced

in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **(Gila County Purchasing, 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 – 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 12 – 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 13– TERM: Contract shall be effective date signed by the County Manager and expires May31, 2012.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 4,370.00** 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 Contractor.

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, Service Agreement No. 043012 *has 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: 5/1/12

EARTHQUEST PLUMBING, INC.

Signature

Timothy W. Haas

Print Name

Date: 4/30/12

APPROVED AS TO FORM

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

EXHIBIT "A"

Earthquest Plumbing, Inc. ROC184573

P.O. Box 539
Globe, AZ 85501

Estimate

Date	Estimate #
4/20/2012	159

Name / Address
GILA COUNTY FINANCE DEPT. ATTN: ACCOUNTS PAYABLE 1400 E. ASH ST. GLOBE, AZ. 85501

Project

Description	Qty	Cost	Total
REMOVE EXISTING GREASE TRAP AND INSTALL NEW GREASE INTERCEPTOR W/ PROPER CLEAN OUTS @ INLET AND OUTLET. ESTIMATE INCLUDES ALL LABOR AND MATERIAL TO COMPLETE ABOVE SCOPE OF WORK. **TILE WILL BE SUPPLIED BY COUNTY TO MATCH EXISTING. ESTIMATED COST	1	4,370.00	4,370.00
START DATE- 5/8/12 ** SCHEDULING WORK AFTER HOURS TO ACCOMMODATE IS EXCEPTABLE.			

Subtotal	$4,370.00
Sales Tax (9.6%)	$0.00
Total	$4,370.00

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. 040512

PINE CREEK CANYON ROAD RECONSTRUCTION PROJECT
MATERIAL SAMPLING, TESTING AND INSPECTION

THIS AGREEMENT, made and entered into this 2nd day of MAY, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **ATL, INC.**, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of the construction material testing for the Pine Creek Canyon Road Reconstruction Project in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Project Manager or designee.

The Contractor will provide material sampling, testing and inspection services in accordance with the project roadway improvement plans and specifications stated and as referenced within the bid documentations of the project for the road reconstruction only. The waterline construction testing is not included in this agreement. The scope of service will include:

- Contractor review of project plans and specifications.
- Material sampling, testing and inspection including all necessary documentation and results submitted by the Contractor to the County with appropriate certifications.
- Contractor coordination of material sampling schedule with the County.
- The County shall pay for the initial testing of material. If a test fails retesting will be at the expense of the general contractor.

Additional Information:

- Contractor is an AASHTO Accredited Laboratory
- Contractor is certified as an MBE/DBE/SBE with city, county, and state agencies to provide construction management, construction specialty inspections, construction materials testing, and geotechnical engineering services.
- Contractor's Phoenix/Globe laboratory will be utilized for this project.

CONTRACTOR FEES

The Contractor's fees for construction materials testing services will be based upon applicable unit prices. See attached Exhibit "A" by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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: The term of the agreement shall commence date signed by the County Manager and continue to December 31, 2012, unless canceled or extended as otherwise provided herein.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid pursuant to the attached fee schedule in Article 1 of this agreement, but in no event shall payment exceed **$35,000.00** without prior written approval from the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, *Professional Service Agreement No. 040512 has 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: 5/1/12

ATL, INC.

Signature

Frank Rivera, CEO

Print Name

Date: 4/26/12

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

EXHIBIT "A"

ATL, INC.
Excellence in Quality
ATL, Inc.

Gila County Pine Creek Canyon Rd Reconstruction Project No. 040512

Field	Rates
Principal (Hourly)	$ 125.00
Registered Engineer (Hourly)	$ 105.00
Project Manager (Hourly)	$ 90.00
Staff Engineer (Hourly)	$ 74.00
QC Supervisor/Steel Inspection Supervisor (Hourly)	$ 80.00
Construction Technician II (Hourly)	$ 46.00
Construction Technician III (Hourly)	$ 55.00
Construction Inspector – (Hourly)	$ 62.00
Lead Technician (Hourly)	$ 59.00
Steel Inspector – UT/MT/Skidmore (Hourly)	$ 65.00
Clerical (Hourly)	$ 38.00
Trip Charge (Local)	$ 75.00
Overtime (Hourly)	1.35 X ST

LABORATORY CONCRETE

Concrete Cores (Each) (Compressive Strength-includes Saw-Cut ASTM C-42, C-39)	$ 24.00

Concrete Mix Design (Trial Batch Method)	$ 1,100.00
Concrete Mix Design (Review)	$ 625.00
Soil – Cement Mix Design (Each) (3 Cement Contents Only – ASTM D-2901)	$ 1,000.00
Concrete Cylinders (Each) (Compressive Strength – ASTM C-39)	$ 13.00
Concrete Cylinders – Hold (Each) (Compressive Strength)	$ 6.00
Flexural Beam Testing – Break Only (Each) (ASTM C-31)	$ 25.00
Grout & Mortar Cube (Each) (Compressive Strength – ASTM C-109)	$ 18.00
Masonry Prisms - Ungrouted (Each) (Compressive Strength – 8" x 16" x 16" – ASTM C-140)	$ 58.00
Masonry Prisms - Grouted (Each) (Compressive Strength – 8" x 16" x 16" – ASTM C-140)	$ 70.00
Masonry Prisms - Ungrouted (Each) (Compressive Strength – 12" x 16" x 16" – ASTM C-140)	$ 105.00
Masonry Prisms - Grouted (Each) (Compressive Strength – 12" x 16" x 16" – ASTM C-140)	$ 20.00

AGGREGATE / SOIL

Sieve Analysis (Each) (Washed - ASTM C-136)	$ 52.00
Sieve Analysis, Clayey Material (Each) (Washed – ASTM C-136)	$ 100.00
200 Sieve Analysis (Each)	$ 65.00
Aggregate Unit Weight (Each) (Rodded Weight - ASTM C-29)	$ 45.00

Specific Gravities / Absorption – Coarse (Each) (ASTM C-127)	$ 55.00
Specific Gravities / Absorption – Fine (Each) (ASTM C-123)	$ 70.00
Sand Equivalent Test (Each) (ASTM D-2419)	$ 75.00
Plasticity Index (Each) (ASTM D-424)	$ 50.00
Liquid Limits (Each) (ASTM D-423)	$ 55.00
Standard Proctor (Each) (ASTM D-698)	$ 100.00
Modified Proctor (Each) (ASTM D-1557)	$ 125.00
Uncompacted Voids of Fine Aggregate (Each) (Without Specific Gravity – TP-33)	$ 85.00
Flat and Elongated Particles (Each) (ASTM D-4791)	$ 85.00
Flakiness Index (Each)	$ 70.00
LA Abrasion (Each) (ASTM C-131)	$ 120.00

AGGREGATE / SOIL

Fractured Faces (Each) (ARIZ 212-D)	$ 65.00
Sodium/Sulfate Soundness (per screen) (ASTM C-88)	$ 45.00
Hydrometer Analysis (Each) (ASTM D-422)	$ 115.00
Clay Lumps / Friable Faces (Each) (Coarse or Fine - ASTM C-142)	$ 100.00

Consolidation (Each) (Loading in increments w/two rebounds – ASTM D-2435)	$ 175.00
Swell / Collapse (Each)	$ 70.00
Aggregate Durability Test (Each) (Coarse)	$ 115.00
Aggregate Durability Test (Each) (Fine)	$ 95.00
In – Situ Moisture Content (Each) (AASHTO T-220, ASTM C-566)	$ 12.00
R-Value (Set) (AASHTO T-190, ASTM D-2844)	$ 275.00
Visual Classification (Each)	$ 20.00
Splitting of Test Samples (Each)	$ 35.00
Permeability (Each)	$ 145.00
Percolation Test (Each)	$ 1,775.00

ASPHALT

Mix Design, 4 Points (Each)	$ 1,300.00
Superpave Mix Design	$ 4,200.00
Lab Mixing & Compacting for Marshall Plugs (Hourly) (ASTM D-1559)	$ 64.00
Marshall Stability & Flow (Set of 3) (ASTM D-1559)	$ 90.00
Marshall Density Tests (Set of 3) (ASTM D-1186)	$ 90.00
Immersion Compression (Set of 6)	$ 280.00
Max. Theoretical Specific Gravity (Each) (ASTM D-2041)	$ 55.00

Field Core Density/Thickness (Each) (NEV T-366A)	$ 22.00
Bitumen/Grading (Each) (ASTM D-136)	$ 110.00
Viscosity Kinemetic (Each)	$ 95.00
Thin Film Oven Test (Each)	$ 115.00
Compact Marshall Plugs (Set of 3)	$ 65.00
Oil Solubility in TCE (Each)	$ 58.00
Flash Point, Clev or Tag (Each)	$ 90.00
Penetration (Each)	$ 50.00
Ductility (Each)	$ 70.00
Viscosity, Absolute (Each)	$ 90.00
Ignition Oven – Asphalt Cement Content (Each)	$ 80.00
Ignition Oven - Gradation (Each)	$ 85.00
Ignition Oven - Calibration (Each)	$ 300.00
Moisture Determination (Each)	$ 30.00
Marshall Compaction, Unit Weight, Stability, & Flow (Each)	$ 115.00
Gyratory Compaction, Unit Weight (Each)	$ 30.00
Rice Test (Each)	$ 57.00
Bulk Specific Gravity of Compaction Cores (Each)	$ 35.00
Nuclear Gauge Determination - Calibration (Each)	$ 300.00
Nuclear Gauge Determination – Asphalt Cement Content (Each)	$ 55.00
Cold Feed Gradation (Each)	$ 85.00

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. 042512

GEST OFFICE CABINET INSTALLATION

THIS AGREEMENT, made and entered into this 2nd day of May, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **La Casa Bella Builders, LLC**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below 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. All work must be performed in conformance with industry standards and best practices.

Scope of Work

The Contractor shall provide for the material and installation of three cabinets and countertops in room. 222 of the Community Service GEST Office located at 5515 South Apache, Globe. (See attached Exhibit "A")

Contractor Fees

See attached Exhibit "A" by mention made a binding part of this agreement as fort herein.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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: The term of the agreement shall commence date signed by the County Manager and continue to May 31, 2012, unless canceled or extended as otherwise provided herein.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be a paid a flat fee of **$ 1,663.30** for completion of the project outlined in the Scope of Services, Article 1.

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, Service Agreement No. 042512 *has 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: 5/1/12

LA CASA BELLA BUILDERS, LLC

Shane Fletcher

Signature

Date: 4-24-12

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

EXHIBIT "A"

La Casa Bella Builders, LLC
401 N. Broad St.
Globe, AZ 85501

Ph: (928) 425-2450
Fax: (928) 425-6249

Estimate

Date	Estimate #
1/24/2012	492

Name / Address
Gila County 1400 E. Ash St Globe, AZ 85501

Project	Terms	Rep
	Due on Completion	Shane

Item	Description	Qty	Rate	Total
Cabinets	Cabinets by Professional cabinet solutions Door Style: Millennium Wood Species: Melamine Finish: Wheat See attached drawing	1	675.00	675.00T
Countertops	Wilson art countertops #60 finish Color:_____	1	550.00	550.00T
Labor & Supplies	Install Cabinetry & Countertops 4-Week lead time on materials	1	360.00	360.00T

Thanks for this opportunity to serve you.

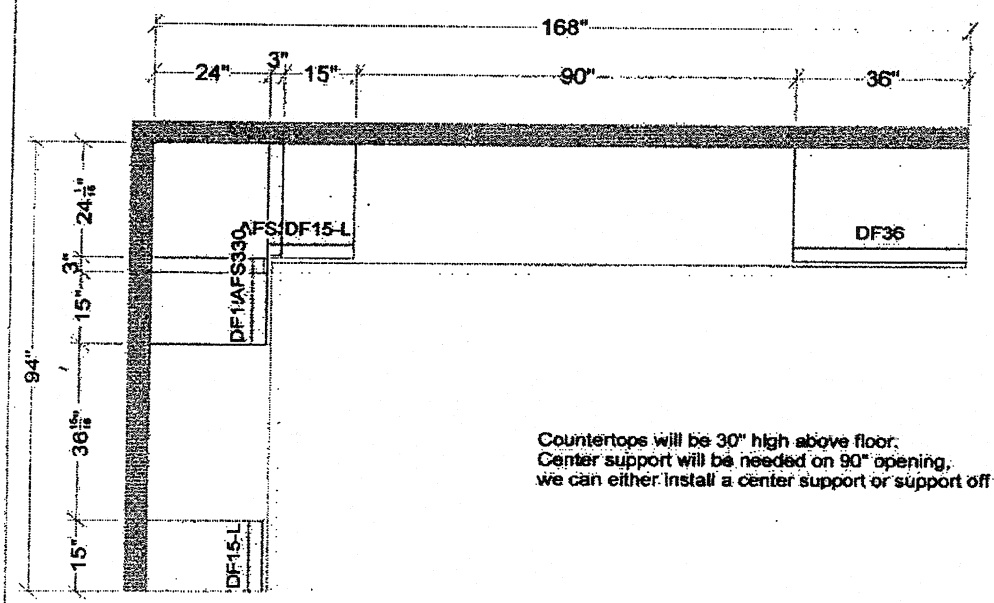
Subtotal	$1,585.00
Sales Tax (4.94%)	$78.30
Total	$1,663.30

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

Acceptance of Estimate - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment wil be made as outlined above.

Signature/Date_____

Email: lacasabellabuilders@yahoo.com
ROC:238556



Countertops will be 30" high above floor.
Center support will be needed on 90" opening,
we can either install a center support or support off of customer supplied filing cabinets

All dimensions ,size designations given are subject to verification on job site and adjustment to fit job conditions.	2020 TECHNOLOGIES	This is an original design and must not be released or copied unless applicable fee has been paid or job order placed.	Designed: 1/24/2012 Printed: 1/24/2012
Gila County RM#222.kit		All	Drawing #: 1