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, JUNE 26, 2012 - 10 A.M.

1 Call to Order - Pledge of Allegiance – Invocation

2 **PRESENTATIONS:**

A Public recognition of 2 employees for May's "Spotlight on Employees" Program, as follows: Merle Ray and Samson Arney. (**Erica Raymond)**

3 **PUBLIC HEARINGS:**

A **Public Hearing** - Information/Discussion/Action to adopt Resolution No. 12-06-02 naming a previously unnamed road as N. Byrne Road. **(Michael O'Driscoll)**

B **Public Hearing** - Information/Discussion/Action to adopt Resolution No. 12-06-04 renaming E. Horseshoe Lane as E. Spadafore Way. **(Michael O'Driscoll)**

C **Public Hearing** - Information/Discussion/Action to adopt Resolution No. 12-06-05 renaming a portion of N. McLellan Drive to E. Pecos Drive. **(Michael O'Driscoll)**

D **Public Hearing** - Information/Discussion/Action to adopt Resolution No. 12-06-06 renaming a section of N. McLellan Drive as S. Camino Way. **(Michael O'Driscoll)**

4 **REGULAR AGENDA ITEMS:**

A **(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Library District Board of Directors)**
Information/Discussion/Action to approve Grantee Agreement No. GRA-RC029-13-0533-01 that is between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Library District, which is a "Community-Based Literacy Grant" in the amount of $36,663 for the period August 1, 2012, through June 30, 2013. **(Jacque Griffin)**

B Information/Discussion/Action to adopt the tentative 2012-2013 fiscal year budget for the Gila County Library District. **(Jacque Griffin)**
(Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

C Information/Discussion/Action to adopt the tentative 2012-2013 fiscal year budget for Gila County. **(Don McDaniel)**

D Information/Discussion/Action to ratify the Board of Supervisors' approval for the electronic submission of a Drug, Gang, and Violent Crime Task Force Grant Application by the Gila County Sheriff's Office to the Arizona Criminal Justice Commission in the amount of $376,410 and, if awarded, to be used during the period of July 1, 2012, through June 30, 2012. **(Johnny Sanchez)**

E Information/Discussion/Action to approve the Third Amended Intergovernmental Agreement between Gila County and the Arizona Counties Insurance Pool which shall become effective upon the later of July 1, 2012, or the approval of all parties as provided in paragraph 22 of the IGA, and shall continue in force and effect for a period of ten years or until terminated in accordance with the terms and provisions of the Agreement and, further, may be renewed for an additional ten-year term by mutual agreement by part or all of the parties prior to the expiration of the original or any renewal term of the Agreement. **(Don McDaniel/John Nelson)**

F Information/Discussion/Action to approve the Gila County Population Health Policy Initiative Intergovernmental Agreement (Contract No. ADHS12-021335) between the Arizona Department of Health Services and Gila County Division of Health and Emergency Services in the amount of $43,748 for the period April 1, 2012, through March 31, 2015. **(Michael O'Driscoll)**

G Information/Discussion/Action to approve the revised Attachment A to Agreement No. JPA 12-056 between Arizona Department of Transportation and Gila County d/b/a Gila Employment and Special Training and authorize the match money total amount for the 5310 Programs of $10,166.98, for the purchase of one lift-equipped cutaway van and one minivan without lift to allow the GEST Program to continue providing the authorized transportation needs to the individuals in Gila County. **(Dave Caddell)**

H Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 033012-1 for MC-800 liquid asphalt; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Joseph Heatherly)**

I Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 040112-1 for the purchase and delivery of bulk fuel and lubricants; award to the most responsive, responsible and qualified bidder; and authorize the Chairmans' signature on the award contract for the winning bidder. **(Joseph Heatherly)**

5 **CONSENT AGENDA ACTION ITEMS:**

A Approval of Amendment No. 1 to a Funding Agreement (Contract No. 174-10) between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Services, extending the contract end date from May 1, 2012, to July 1, 2012.

B Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action Program, whereby the Arizona Department of Economic Security will provide cumulative reimbursement ceiling funding in the amount of $1,735,780.13 to be used to provide case management and community services to eligible citizens residing in Gila County for the period from July 1, 2010, through June 30, 2015.

C Authorization of the Chairman's signature on an Agreement (Contract No. C353) between Gila County and the National Network of Public Health Institutes for the acceptance of a $5,000 grant from the Robert Wood Johnson Foundation, which will be utilized by the Division of Health and Emergency Services to complete a quality improvement project for the period April 1, 2012, through December 31, 2012.

D Approval of Grantee Agreement No. GRA-STATE-13-0502-01 between the Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Health Department in the amount of $16,920 for the period July 1, 2012, through June 30, 2013.

E Approval of Amendment No. 6 to an Intergovernmental Agreement (Contract No. HG854565) between Gila County and the Arizona Department of Health Services in the amount of $12,000 to provide tuberculosis services for the period July 1, 2012, through June 30, 2013.

F Approval of Extension of the Intergovernmental Agreement (IGA) between Yavapai County and Gila County for Restoration to Competency Services for one year from July 1, 2012, to June 30, 2013, under the same terms and conditions as set forth in the original IGA as agreed upon by both parties.

G Approval of Extension of Delegation Agreement No. 06-0020 between Gila County Community Development Division, Gila County Health Division, and the Arizona Department of Environmental Quality (ADEQ) to delegate functions of ADEQ statutes, rules and policies for water quality and solid waste management functions and duties. Agreement previously extended until June 30, 2012, and it has been extended to June 30, 2013, or the effective date of the new agreement, whatever occurs first.

H Approval to adopt Resolution No. 12-06-03 authorizing Gila County Probation Department's participation in the FY 2012-2013 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certifying that a matching fund requirement of $2,305 for the Program will be provided by the County.

I Approval of an Application for Extension of Premises/Patio Permit submitted by Gary Werlinger to temporarily extend the premises where liquor is permitted to be served at the Landmark at the Creek for the period June 29, 2012, through July 8, 2012, for special events.

J Approval of an Agreement between Gila County and the Arizona Division of Forestry for the disbursement of $15,000 to Gila County in order to proceed with three environmental projects (that are common to and which impact economic development) in Apache, Gila, Graham, Greenlee and Navajo counties which, were identified by the Environmental Economic Communities Organization on behalf of the counties and submitted to the State Forester who has approved them.

K Approval of the April 2012 monthly activity report submitted by the Globe Regional Justice of the Peace.

L Approval of the May 2012 monthly activity report submitted by the Globe Regional Justice of the Peace.

M Approval of the May 2012 monthly activity report submitted by the Payson Regional Constable's Office.

N Approval of the May 22, 2012, and June 5, 2012, BOS regular meeting minutes; and the June 19, 2012, BOS emergency session meeting minutes.

O Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of May 19, 2012, to May 25, 2012; May 26, 2012, to June 1, 2012; and June 2, 2012, to June 8, 2012.

P Approval of finance reports/demands/transfers for the weeks of June 12, 2012, June 19, 2012, and June 26, 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-1278 **Presentation Agenda Item 2- A**

Regular BOS Meeting

Meeting Date: 06/26/2012

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

May 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 May 2012 through the County's "Spotlight on Employees" Program.

Suggested Motion

Public recognition of 2 employees for May's "Spotlight on Employees" Program, as follows: Merle Ray and Samson Arney. (**Erica Raymond)**

ARF-1280 **Public Hearing 3- A**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Emergency Services
Presenter's Name:	Michael O'Driscoll		

Information

Request/Subject

Resolution No.12-06-02 naming a previously unnamed road as N. Byrne Road.

Background Information

On January 4, 2012, Mr. Bill Byrne contacted the Gila County Rural Addressing Department concerning establishing a street name for his street. He stated that having no street address name caused problems for mail and parcel deliveries. Rural Addressing did a site visit and determined that there was no official street name associated with the 3 properties on the road. A letter was sent to the 3 affected property owners seeking their input as to the street name.

Initially, a street name of N. Byrne Lane was assigned and a resolution to adopt the name was submitted for consideration at the April 17, 2012, Board of Supervisors meeting. At that meeting Mr. Bill Byrne requested a change in the name and the item was tabled.

Evaluation

On May 10, 2012, a new petition was submitted by all 3 property owners requesting a proposed name of Byrne Road. Rural Addressing personnel assigned a directional, per ordinance requirements, and assigned road name N. Byrne Road. This name meets the criteria as listed in Gila County Street Naming and Property Numbering Ordinance 11-03.

Conclusion

A Public Notice was submitted to the Arizona Silverbelt for publication in two consecutive issues beginning May 23, 2012 and May 30, 2012, as required by the Ordinance.

Recommendation

The Director of the Division of Health & Emergency Services recommends that the Board of Supervisors conduct a public hearing for public comment and then consider adopting Resolution No.12-06-02 naming a previously un-named road as N. Byrne Road.

Suggested Motion

Public Hearing - Information/Discussion/Action to adopt Resolution No. 12-06-02 naming a previously unnamed road as N. Byrne Road.
(Michael O'Driscoll)

Attachments

Petition

Public Notice

Publication Copy

Ordinance 11-03

Resolution 12-06-02

CONTACT PERSON: _____

ADDRESS: _____

TELEPHONE: _____

PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE RIGHT-OF-WAY, EASEMENT OR ACCESS ROUTE

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents living along said routes provided, that the requested names conform to Articles 6 and 8 of the Street Naming and Property Numbering Ordinance.

Petition for the Naming of a Private or Public Right-of-Way, Easement, or other Access Route

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HEREBY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC OR PRIVATE RIGHT-OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS: BYRNE Rd

PROPOSED ROAD NAME: _____

NAME (Please sign)	ASSESSORS PARCEL NUMBER	DATE
1. William H. Byrne Bill Sr.	205-01-033C (128)	5/10/12
2.		
3. Ken Byrne KEN	205-01-033E (126)	5/10/12
4.		
5. Bart R Byrne BART	205-01-002N (122)	5/10/12
6.		
7.		
8.		
9.		
10.		

TO BE FILLED OUT BY COUNTY PERSONNEL

IT IS RECOMMENDED THAT THE PROPOSED NAME BE: N. BYRNE ROAD

✓ Assigned as requested ADVERTIZE Submit WK of May 14, Run 2 weeks

____ Modified as Follows: _____

Submitted this 14 day of May 2012

Kenneth Kennedy
Rural Addresser

PUBLIC NOTICE

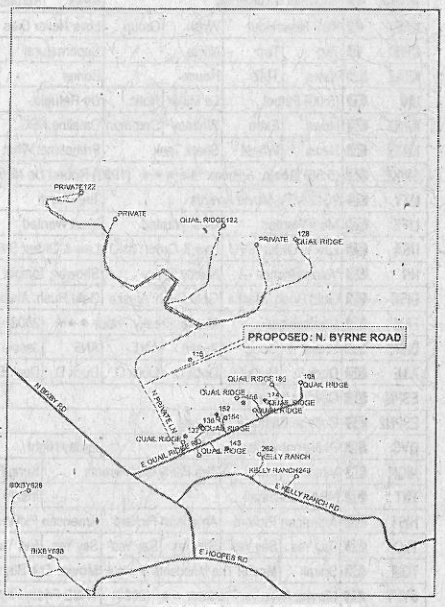
PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing for the naming of a previously un-named road in the Globe area. The road name will be: **N. Byrne Road**.

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Friday, June 22, 2012 per Gila County Street Naming Ordinance No. 11-03.

The public hearing to name N. Byrne Road previously scheduled for June 5, 2012 is rescheduled and will take place on June 26, 2012 at 10:00am, or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ and simultaneously broadcast to the Board of Supervisors Conference room in County Complex, 610 E. Highway 260, Payson, AZ.

Inquiries and objections may be directed to:
Kevin M. Kenney
Rural Addressing Analyst
1(800) 304-4452 ext 8510
1(928) 402-8510

Legal deadline is noon Friday. Call 425-7121



PROPOSED: NORTH BYRNE ROAD

PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing for the naming of a previously un-named road in the Globe area. The road name will be: **N. Byrne Road**.

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Friday, June 22, 2012 per Gila County Street Naming Ordinance No. 11-03.

The public hearing to name N. Byrne Road previously scheduled for June 5, 2012 is rescheduled and will take place on June 26, 2012 at 10:00am, or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ and simultaneously broadcast to the Board of Supervisors Conference room in County Complex, 610 E. Highway 260, Payson, AZ.

Inquiries and objections may be directed to:
Kevin M. Kenney
Rural Addressing Analyst
1(800) 304-4452 ext 8510
1(928) 402-8510

First Pub: 5-30-2012
Last Pub: 6-6-2012 Belt 8209

Legal deadline is noon on Friday

ORDINANCE NO. 11-03

GILA COUNTY STREET NAMING AND PROPERTY NUMBERING

Gila County Courthouse
Gila County Rural Addressing Department
5515 S. Apache Ave., Suite 500
Globe, Arizona 85501
(928) 402-8510

APPROVED AS TO FORM: _____
County Attorney's Office

_____
Date

APPROVED BY: _____
Michael A. Pastor, Chairman

_____
Date

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on May 19, 1998 (Recorder's Fee No. 1998-7563); and

WHEREAS, this Ordinance No. 11-03 – Gila County Street Naming and Property Numbering will supersede the previous adopted and amended Gila County Street Naming and Property Numbering Ordinance.

NOW, THEREFORE, be it ordained by the Gila County Board of Supervisors that:

STREET NAMING AND PROPERTY NUMBERING ORDINANCE

ARTICLE 1-TITLE AND PURPOSE

An ordinance adopted to provide for the uniform assignment of property numbers on all private residences, public buildings, businesses, and any other building used for human occupancy, habitation or conducting of business along public and private right-of-ways, easements or any other access routes, renaming of existing streets with conflicting or duplicate names and naming of unnamed and new accesses in order to provide for efficient emergency services and the safety of Gila County residents, provide for generation and collection of fees for assignment of new addresses; provide for the enforcement of said Ordinance; and prescribing penalties for the violation thereof.

ARTICLE 2-SHORT TITLE

For the purpose of identification these regulations shall be known as the "Street Naming and Property Numbering Ordinance for Gila County".

ARTICLE 3- APPLICABILITY

This Ordinance shall apply to all unincorporated and non-reservation lands within the area of Gila County.

ARTICLE 4- SEVERABILITY

Should any article, section or regulation of this Ordinance be judicially declared unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any portion thereof other than the article, section or regulation so declared to be unconstitutional or invalid.

ARTICLE 5- DEFINITIONS

SECTION 501 Block numbering System: [ESRI software] In ArcGIS, a group of records in a compressed file geodatabase feature class or tables that are stored together. The arrangement of compressed data into blocks helps optimize query performance

SECTION 502 Frontage Units: A frontage unit is a standard interval in front footage of an existing parcel used to assign consecutive property numbers, on a street, right-of-way, easement or access route beginning from the nearest intersection.

SECTION 503 Address Prefixes and Suffixes: Address prefixes are words preceding a street name and indicating a direction. Address suffixes are words following a street name and indicating the type of street.

SECTION 504 Thoroughfare Designations: Streets are sometimes ranked by function and size, and each category is assigned a specific name suffix called thoroughfare designations.

ARTICLE 6- DEFINITIONS OF THOROUGHFARE DESIGNATIONS:

SECTION 601 Boulevard: A Street with a median reflecting the boulevard character and so indicated by the name (also applied to Parkways). A major thoroughfare running in a diagonal direction, rather than east-west or north-south, it must connect at least two sections and act as a collector.

SECTION 602 Courts: Permanently closed streets such as cul-de-sacs. Horseshoe-shaped streets generally designed by one name throughout their entire length. Ease-west streets less than 500 feet in length.

SECTION 603 Drives: Winding thoroughfares, diagonal curvilinear or other types of roads not previously mentioned. Roads that meander about and continue through to other rights-of-way.

SECTION 604 Highways: Designated State or Federal Highways. This term could be used even when a road generally runs north-south or east-west. U.S. routes are designated as highways.

SECTION 605 Interstate: Roads of the highest order, characterized by limited access, wide right-of-way, prohibited adjacent to development and with through-traffic preference.

SECTION 606 Lanes: Reduced right-of-way branching from courts, places, or ways. Curving streets of less than 500 feet. An uninterrupted street ending in a cul-de-sac and generally designated by a name.

SECTION 607 Loops and Circles: Circles could be short streets that return to themselves. Loops could be short drives that begin and end in the same street.

SECTION 608 Parkways: (Also see Boulevard) A special scenic route or park drive, generally designated by a name.

SECTION 609 Paths: A minor local street running in a diagonal direction, usually between a north-south "Street" and an east-west "Avenue"; a path may also be a diagonal connector between offset portions of a north-south or east-west collector thoroughfare.

SECTION 610 Place: A cul-de-sac or permanent dead-end road. North-south streets less than 500 feet in length.

SECTION 611 Roads: Limited thoroughfares that are frequently used, have heavy traffic volume, and run in any direction. Secondary facilities connecting with a U.S. or state primary highway.

SECTION 612 Street and Avenues: Streets run north and south and Avenues run east and west. This may be reversed in municipal areas previously addressed by other authorities using a different method.

SECTION 613 Trails: A diagonal local street serving as a collector for one or more local thoroughfares.

SECTION 614 Ways: Dead-end right-of-ways under 500 feet running at oblique angles to the four points of the compass. If there are three or more homes, the road is designated on the road system, even if it is private.

ARTICLE 7-ASSIGNING NUMBERS TO INDIVIDUAL PROPERTIES

SECTION 701 Property numbers for dwelling units and places of business on all public and private streets shall be assigned by the Gila County Rural Addressing Department in accordance with provisions outlined herein.

SECTION 702 Property numbering shall be uniform, based on street frontage.

SECTION 703 Property numbering shall be in a consecutive sequence.

SECTION 704 Even numbers shall always be assigned on one side of the street and odd numbers shall be assigned on the other. Even numbers shall be on the north and west sides of the streets and odd numbers shall be on the south and east sides of the streets. The exception is municipal areas previously addressed by other authorities using a different method. Once assigned, numbers shall not be arbitrarily changed, except by the Gila County Rural Addressing Department. If an area is annexed by a municipality, the existing addresses will be changed at the discretion of the municipality.

SECTION 705 Numbering shall be in accordance with the Gila County block numbering system. One thousand addresses shall be provided per mile for expansion.

SECTION 706 Apartments/Condominiums/ Group Housing:

A. Numbers shall be assigned where the driveway joins the street. This becomes the street address of all units which face upon that interior court. Separate internal units of condominiums and apartments shall be designated with sub-numbers or letters, not individual property numbers.

B. Mobile home parks shall be treated like other multifamily developments. The property shall be assigned one number, and each mobile home shall receive numerical designations such as Sp.1, Sp. 2, Sp.3, etc. However, if the development is a mobile home subdivision built in conformance with subdivision regulations, the properties shall be treated as individual residences.

SECTION 707 Business Districts: In a business district, the main entrance to each separate establishment shall have its own number in sequence with other businesses along the street.

SECTION 708 Street Starting from Different Points on the Same Cross Street: When a street does not begin at the same location as a parallel street, the numbers shall begin with the same number measured from the base line as on the parallel street. Likewise, buildings facing streets that do not extend to the base line at present shall be assigned numbers as if they were extended.

SECTION 709 Diagonal Streets: The general principle to apply when numbering diagonal streets is to treat the street as either a north-south or an

east-west street based on the greatest distance covered in any specific direction.

SECTION 710 Corner Lots: When assigning a number to a building on a corner lot, assign a number from the street upon which the front entrance faces for a business; or assign a number from the street from which the driveway enters for a residence. Dual addresses shall be avoided. If a corner building has two entrances which both look like front entrances, the decision is based on the general site layout and driveway entrance.

SECTION 711 Duplex Buildings and Rear Houses on Interior Lots:

A. Separate numbers shall be assigned to each separate dwelling on a parcel, excluding duplexes which will have one address and be separated by units.

B. If there is access from a parallel street, numbers are assigned from the series on that street. In the case of commercial or industrial facilities, auxiliary buildings would not be assigned separate numbers, however, the main building where mail is received and business is transacted would receive a property number.

SECTION 712 Numbering on Circle Streets and Horseshoes: Circle Streets or horseshoe-shaped streets begin and end touching the same street. It is advisable in such cases to ignore compass directions and to give numbers on such streets to correspond with the numbering on the streets where the circle originated. The even numbers shall be on the inside of the circle and the odd number shall be on the outside of the circle.

ARTICLE 8-STREET NAMES:

SECTION 801 Choice of Names: Names should be chosen that relate to the scale and location of a project.

A. Objectives- Names should be pleasant sounding, appropriate, and easy to read (so that the public, and children in particular, can handle the name in an emergency situation).

B. Unacceptable Street Names- Names that do not conform to current State of Arizona 9-1-1 GIS Standards.

C. Name Length- The complete road name shall consist of no more than 16 spaces, including road name, spaces between and the County Signing approved abbreviation for road suffix.

D. Complete Name- A complete name shall consist of no more than four words, including prefix and suffix. Examples:

1. North Toya Vista Road
   Prefix (1 word), Primary (2 words), Suffix (1 word)
2. South Calle de Caballos
   Prefix (1 word), Primary (3 words), Primary includes the suffix-equivalent

SECTION 802 Prefixes: All street names shall begin with one directional prefix, north, south, east, or west, which shall be assigned with permanent addresses. Additional unnecessary prefixes and suffixes shall be avoided. Combinations of directions are not acceptable. Example: Northwest Sierra Circle.

SECTION 803 Suffixes: Boulevard, Drive, Road and Parkway for arterial highways used with the discretion of the Rural Addressing Department. Also acceptable are lane, Avenue, Street, Loop, Circle, Court, Path, Trail, and other designation consistent with the intent of this section reviewed and approved by Rural Addressing Staff.

SECTION 804 Name Duplication: Similar sounding names are considered to be duplication regardless of spelling. Duplication of names within each zip code service area is not permitted.

SECTION 805 Continuity:

A. A continuous street, or one proposed to be continuous, should bear the same name throughout, even though it changes directions. If it is interrupted by a channel, freeway, railroad, etc., and eventual connection is not probable, the segments may bear different names.

B. No separate name is to be used for a cul-de-sac that provides street frontage for less than three lots or units. The name shall be the same as that of the intersecting street. Where there is a series of long and short cul-de-sacs, all should have separate names.

SECTION 806 Existing Streets Naming and Renaming:

A. Rural Addressing personnel shall determine the necessity to name or rename a new or existing street, right-of-way, or private access determined according to criteria set forth in Article 8 of this Ordinance. Proposed naming may also be initiated by citizen petition in accordance with section 806. Citizen petitions must have signatures of at least 75% of the property owners who own property adjacent to the street subject to the proposed naming.

B. For proposed changes to an existing street, right-of-way, or access, Gila County Rural Addressing personnel shall proceed with one of the two methods set forth in Section 806-D for public notification. The method shall be determined by a standard of numbers to notify economics and time constraints.

C. Gila County Rural Addressing personnel shall notify the public of a proposed road naming or name change by the following method:

1. Gila County Rural Addressing personnel shall originate a public notice for publication in two consecutive issues of the County's contracted publications contractor or by mailing property owners said public notice. Included in this publication will be: the previous road name, the proposed name change, a sketch of the road in question, a description of the policy to oppose this change, the date for filing objections as well as the date scheduled for the renaming to be presented to the Gila County Board of Supervisors for action. The public will be given from the first date of the first printed publication to one week after the last date of publication to file objection petitions and to meet with Gila County Rural Addressing personnel to come to a consensus.

D. To file objections to name changes initiated by the Rural Addressing staff, petition, or Board of Supervisors, residents and/or property owners must submit an alternate petition or objection in writing to the Rural Addressing Department in accordance with the time period stated in C. above. Petitions must have signatures of at least 75% of residents and/or property owners who reside and/or own property adjacent to the street subject to the proposed naming or renaming. Petitioners must have agreed to a name to be used as an

alternative to that proposed by the Rural Addressing Office or the Board of Supervisors. To submit an objection in writing to a proposed name change, the resident and/or property owner should include the name of the road to be changed and their reason for objecting it.

E. If proposed name~~s~~ changes are not objected to or if alternative names presented by residents and/or landowners are approved, changes may be adopted by the Gila County Board of Supervisors at their next regularly scheduled meeting.

F. After the approval of a name change, any subsequent proposed name changes shall not be considered for a period of 10 years.

G. All renaming of streets not required by this Ordinance will be completed at the expense of the person or group submitting the request of name change. The fees will be set in accordance to the Gila County Rural Addressing Fee Schedule approved by the Gila County Board of Supervisors and the fee must be received in the Gila County Rural Addressing Department prior to proceeding with the request. A petition will need to be completed, following the steps as stated in section 806.A above. The petition will be presented to the Board of Supervisors for approval.

SECTION 807 Guidelines for Renaming Existing Streets: The following guidelines shall be followed for renaming existing streets which have names that are duplicated within Gila County. These are not listed in order of preference or importance.

A. Does one street have any historical reason for having the name it has?
B. Which street has the least number of houses on it and thus would require the least number of address changes?
C. Which street has had its name for the longest period of time?
D. Is the name appropriate according to the other street names in the neighborhood?
E. Which street name is used for the longest distance or the most traveled section?

SECTION 808 Street Names and Numbering in New Subdivisions:

Street names and numbering shall be determined in accordance with the street naming and numbering policy adopted by resolution of the Board of Supervisors. Along with the preliminary plat map, the sub divider shall submit a street naming proposal to the Rural

Addressing Department said proposal shall include copies of (1) a map of the overall tract illustrating street layout, the name proposed for each street, and (2) an alphabetical list of the proposed street names, together with an alternate name for each name proposed. The Rural Addressing Department shall review the proposed street names for duplication of names, appropriateness of names, and for overall compliance with the street naming policy. Approved street names shall be included in the final plat map which is submitted to the Board of Supervisors for approval and for recordation.

ARTCLE 9- STREET SIGNS:

SECTION 901 Characteristics: Signs posted on County roads, Private Roads and Public Right-of-Ways will be approved by the Director of Engineering Services.

SECTION 902 Installation: Street name signs, approved by the Rural Addressing Department shall be installed at the direction of the Engineering Director.

ARTICLE 10-POSTING OF PROPERTY NUMBERS

SECTION 1001 Methods and Characteristics for Posting Designated Street Addresses:

A. Property numbers shall be attached to dwelling units or buildings, located so as to be visible from and oriented toward the street from which address is taken. These numbers shall be 3.5 by 3.5 inch reflective numbers and shall be visible at all times.

B. When a house or building is some distance from a road, or when view of the house or building is blocked by trees or shrubs, property number shall be on a sign attached to a tree, fence, gate, or lawn stake.

C. On a corner lot, the property number shall face street named in the address.

D. Numerals indicating the official address for each principal building or each front entrance to such building shall be posted in a manner as to be legible and distinguishable from the street on which the property is located.

E. If there is a rear entrance or a hidden structure, a post shall display the number on the path leading to the entrance.

SECTION 1002 Responsibilities to post Property Numbers:

A. Each owner or occupant in charge of any residence or building to which a number has been assigned may be notified in writing by the Rural Addressing Department of the number assigned to the same at any time following the adoption or revision of the ordinance.

B. Within fifteen (15) days after the receipt of such written notification from the Rural Addressing Department the owner or occupant of a residence or building to which a number has been assigned shall affix the number in a conspicuous manner in a conspicuous place.

C. It shall be the duty of such owner or occupant thereof upon affixing the new number to remove any different number which might be mistaken for or confused with the number assigned to said structure by the Rural Addressing Department.

D. If a property number is damaged, lost, or in any way destroyed, said number shall be replaced immediately by the owner, occupant, or person in charge of the residence or building at their expense. Said replacement shall be purchased from the Rural Addressing Department or shall be of comparable material and size as mentioned in Article 10, Section 1001, A.

ARTICLE 11- PENALTIES:

SECTION 1101 Enforcement by Civil Penalty: In the event that the owner or occupant of any residence, building or structure to which a correct address has been assigned refuses to comply with the terms of this ordinance within thirty (30) days of notification by failing to affix the number assigned or to remove any old numbers affixed to such house, or house entrance, or elsewhere, which may be confused with the number assigned thereto, they shall be subject to civil penalty.

SECTION 1102 Violations:

A. For initial violations of this Ordinance, the penalty shall be Fifty ($50.00) dollars for an individual person or One Hundred ($100.00) dollars for an enterprise.

B. For a subsequent violation arising out of the same facts, the penalty shall be One Hundred ($100.00) dollars for an individual person or Two Hundred ($200.00) dollars for an enterprise.

SECTION 1103 Jurisdiction of Hearing Officer: All violations of Ordinance shall result in a civil penalty being assessed and shall fall under the jurisdiction of a County Hearing Officer appointed for this purpose. The Hearing Officer shall not have the jurisdiction to impose criminal penalties.

SECTION 1104 Rules of Procedure: All rules of procedure for hearings in front of the County Hearing Officer shall apply to civil violations arising under this Ordinance.

ARTICLE 12-FEES:

Section 1201 A schedule of fees shall be set by the Board of Supervisors to collect monies to cover expenses incurred during road name changes and property addressing. The schedule of fees shall be posted in a prominent place in the Rural Addressing Department and copies shall be available to the public upon request.

SECTION 1202 The Board of Supervisors may change the schedule of fees as needed to keep current with rising costs without affecting any change in this Ordinance itself.

ARTICLE 13-AMENDMENTS

SECTION 1301 The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, modified, suspended, waived or repealed at the discretion of the Gila County Board of Supervisors following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

SECTION 1302 The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, or modified, at the initiation the Rural Addressing Department following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

PASSED AND ADOPTED this 28th day of June 2011.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

_____
Marian Sheppard
Chief Deputy Clerk

_____
Michael A. Pastor, Chairman

APPROVED AS TO FORM:

_____
Bryan Chambers
Chief Deputy County Attorney

SCHEDULE OF FEES

ADDRESSES:	New-	No Charge
	Replacement-Number Plaque	$10.00
ROAD NAMING/RENAMING	Duplicate-	No Charge
	Unnamed-	No Charge
	Voluntary Renaming-	$700.00

RESOLUTION NO. 12-06-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, NAMING ONE ROAD IN GILA COUNTY TO BE CALLED N. BYRNE ROAD.

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, the following street name and location substantially comply with the provisions of the Ordinance:

N. BYRNE ROAD - Section 4, T1N, R15E

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said streets and directs the appropriate County departments to incorporate these names uniformly on all maps of Gila County.

PASSED AND ADOPTED this 26th day of June 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

ARF-1308 **Public Hearing 3- B**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Emergency Services

Presenter's Name:

Information

Request/Subject

Resolution No. 12-06-04 Renaming E. Horseshoe Lane as E. Spadafore Way

Background Information

County resident Mrs. Cynthia Spadafore of Claypool, Arizona, contacted Rural Addressing with a request to rename a street off of Russell Road in the Little Acres Tract Amended Plat 527. The street in question is presently named E. Horseshoe Lane. It is an E-W street intersecting with Russell Road and generally running in an easterly direction. Said street is located within T1N, R 15 E, Section 27, NW1/4, SE1/4,SW1/4.

Evaluation

On April 4, 2012, Mrs. Cynthia Spadafore delivered a check for $700 to satisfy the renaming fee defined by the Schedule of Fees attached to Ordinance No. 11-03, Gila County Street Naming and Property Numbering Ordinance.

Conclusion

An initial advertisement of the name change was published May 11, 2012, and May 18, 2012, in the official newspaper of the County for 2012. A publication revising the agenda date is scheduled for June 13, 2012, and June 20, 2012. No public comments or objections have been received or expected.

Recommendation

The Director of the Division of Health & Emergency Services recommends that the Board of Supervisors adopt Resolution No. 12-06-04 renaming E. Horseshoe Lane as E. Spadafore Way.

Suggested Motion

Public Hearing - Information/Discussion/Action to adopt Resolution No. 12-06-04 renaming E. Horseshoe Lane as E. Spadafore Way. **(Michael O'Driscoll)**

Attachments

Petition

Public Notice

Resolution No. 12-06-04

Ordinance 11-03

CONTACT PERSON: Cynthia Spadafore

ADDRESS: PO Box 101 Claypool, Az 85532

TELEPHONE: (928) 425-0072 or
(928) 961-3760

PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE RIGHT-OF-WAY, EASEMENT OR ACCESS ROUTE

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents living along said routes provided, that the requested names conform to Articles 6 and 8 of the Street Naming and Property Numbering Ordinance.

Petition for the Naming of a Private or Public Right-of-Way, Easement, or other Access Route

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HEREBY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC OR PRIVATE RIGHT-OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS: E. HORSESHOE WAY

PROPOSED ROAD NAME: Spadafore Way

NAME (Please sign)	ASSESSORS PARCEL NUMBER	DATE
1. Nicholas Campagna	4C	3-3-12
2. Nicole Campagne	4C	3-3-12
3. Mary A. Hageman	~~4C~~ 4C	3-3-12
4. Robert Campbell	4C	3-3-12
5. [illegible]	4C	3-3-12
6. Lee Stanneart	4C	3-3-12
7. Daryl Amoneth	4C	3-3-12
8. [illegible]	4C	3-3-12
9. Nick Rogers	12	3-3-12
10. Shelley Rays	12	3-3-12

TO BE FILLED OUT BY COUNTY PERSONNEL

IT IS RECOMMENDED THAT THE PROPOSED NAME BE:

____ Assigned as requested

____ Modified as Follows: _____

Submitted this _____ day of _____,

Rec'd on 3-7-2012

Kenneth Kenney (4/4/2012)
Rural Addresser

Money order $1700.00 in Deb's office

M

CONTACT PERSON: Cynthia Spadafore

ADDRESS: P.O Box 101 Claypool, AZ.

TELEPHONE: 425-0072 or 961-3760-cell

PROCEDURE FOR NAMING AN EXISTING PUBLIC OR PRIVATE RIGHT-OF-WAY, EASEMENT OR ACCESS ROUTE

In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, the Board of Supervisors may name existing public and private right-of-way, and other access routes. In the naming of access routes, the Board of Supervisors will make every effort to assign those names requested by a majority of the residents living along said routes provided, that the requested names conform to Articles 6 and 8 of the Street Naming and Property Numbering Ordinance.

Petition for the Naming of a Private or Public Right-of-Way, Easement, or other Access Route

WE THE UNDERSIGNED, ALL BEING RESIDENTS IN GILA COUNTY, ARIZONA, DO HEREBY PETITION THE HONORABLE BOARD OF SUPERVISORS TO NAME A PUBLIC OR PRIVATE RIGHT-OF-WAY, EASEMENT, OR OTHER ACCESS ROUTE LOCATED AND DESCRIBED AS FOLLOWS: _____

_____

PROPOSED ROAD NAME: _____

NAME (Please sign)	ASSESSORS PARCEL NUMBER	DATE
1. Shelly Spencer	12	3-3-12
2. Virginia Earing	26E, 26F, 26B	3-3-12
3. Don Martin	4C	03/03/12
4. Martha Ann Wolf	2165 N. WHEATFields Rd	03/03/12
5. Cynthia Spadafore	6A, 6B	3/03/12
6.		
7.		
8.		
9.		
10.		

TO BE FILLED OUT BY COUNTY PERSONNEL

IT IS RECOMMENDED THAT THE PROPOSED NAME BE:

____ Assigned as requested

____ Modified as Follows: _____

Submitted this _____ day of _____,

Rec'd on 3-7-2012

_____
Rural Addresser

PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Board of Supervisors will hold a public hearing for the renaming of a street in the Central Heights area, off of Russell Road. The street that will be renamed was previously named: **E. Horseshoe Way.** The proposed new name will be: **E. Spadafore Way.**

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by Friday June, 22, 2012 per Gila County Street Naming Ordinance No. 11-03.

The hearing will (may) take place on Tuesday, June 26, 2012 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ and simultaneously broadcast to the Payson Board of Supervisors Conference room at the County Complex, 610 E. Highway 260, Payson, AZ.

Inquiries and objections may be directed to:
Kevin M. Kenney
Rural Addressing Analyst
1(800)-304-4452 ext.8510
1(928)402-8510

Advertise for June 13 and June 20, 2012

RESOLUTION NO. 12-06-04

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, RENAMING ONE ROAD IN GILA COUNTY TO BE CALLED E. SPADAFORE WAY.

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, the name of the existing street is E. Horseshoe Lane; and,

WHEREAS, Article 8, of the Street Naming and Property Numbering Ordinance provides guidelines for the renaming of existing streets; and,

WHEREAS, the following street name and location substantially comply with the provisions of the Ordinance:

E. Spadafore Way - Section 27, T1N, R 15 E, NW1/4, SE1/4, SW1/4.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said streets and directs the appropriate County departments to incorporate these names uniformly on all maps of Gila County.

PASSED AND ADOPTED this 26th day of June 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

ORDINANCE NO. 11-03

GILA COUNTY STREET NAMING AND PROPERTY NUMBERING

Gila County Courthouse
Gila County Rural Addressing Department
5515 S. Apache Ave., Suite 500
Globe, Arizona 85501
(928) 402-8510

APPROVED AS TO FORM: _____
County Attorney's Office

_____
Date

APPROVED BY: _____
Michael A. Pastor, Chairman

_____
Date

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on May 19, 1998 (Recorder's Fee No. 1998-7563); and

WHEREAS, this Ordinance No. 11-03 – Gila County Street Naming and Property Numbering will supersede the previous adopted and amended Gila County Street Naming and Property Numbering Ordinance.

NOW, THEREFORE, be it ordained by the Gila County Board of Supervisors that:

STREET NAMING AND PROPERTY NUMBERING ORDINANCE

ARTICLE 1-TITLE AND PURPOSE

An ordinance adopted to provide for the uniform assignment of property numbers on all private residences, public buildings, businesses, and any other building used for human occupancy, habitation or conducting of business along public and private right-of-ways, easements or any other access routes, renaming of existing streets with conflicting or duplicate names and naming of unnamed and new accesses in order to provide for efficient emergency services and the safety of Gila County residents, provide for generation and collection of fees for assignment of new addresses; provide for the enforcement of said Ordinance; and prescribing penalties for the violation thereof.

ARTICLE 2-SHORT TITLE

For the purpose of identification these regulations shall be known as the "Street Naming and Property Numbering Ordinance for Gila County".

ARTICLE 3- APPLICABILITY

This Ordinance shall apply to all unincorporated and non-reservation lands within the area of Gila County.

ARTICLE 4- SEVERABILITY

Should any article, section or regulation of this Ordinance be judicially declared unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any portion thereof other than the article, section or regulation so declared to be unconstitutional or invalid.

ARTICLE 5- DEFINITIONS

SECTION 501 Block numbering System: [ESRI software] In ArcGIS, a group of records in a compressed file geodatabase feature class or tables that are stored together. The arrangement of compressed data into blocks helps optimize query performance

SECTION 502 Frontage Units: A frontage unit is a standard interval in front footage of an existing parcel used to assign consecutive property numbers, on a street, right-of-way, easement or access route beginning from the nearest intersection.

SECTION 503 Address Prefixes and Suffixes: Address prefixes are words preceding a street name and indicating a direction. Address suffixes are words following a street name and indicating the type of street.

SECTION 504 Thoroughfare Designations: Streets are sometimes ranked by function and size, and each category is assigned a specific name suffix called thoroughfare designations.

ARTICLE 6- DEFINITIONS OF THOROUGHFARE DESIGNATIONS:

SECTION 601 Boulevard: A Street with a median reflecting the boulevard character and so indicated by the name (also applied to Parkways). A major thoroughfare running in a diagonal direction, rather than east-west or north-south, it must connect at least two sections and act as a collector.

SECTION 602 Courts: Permanently closed streets such as cul-de-sacs. Horseshoe-shaped streets generally designed by one name throughout their entire length. Ease-west streets less than 500 feet in length.

SECTION 603 Drives: Winding thoroughfares, diagonal curvilinear or other types of roads not previously mentioned. Roads that meander about and continue through to other rights-of-way.

SECTION 604 Highways: Designated State or Federal Highways. This term could be used even when a road generally runs north-south or east-west. U.S. routes are designated as highways.

SECTION 605 Interstate: Roads of the highest order, characterized by limited access, wide right-of-way, prohibited adjacent to development and with through-traffic preference.

SECTION 606 Lanes: Reduced right-of-way branching from courts, places, or ways. Curving streets of less than 500 feet. An uninterrupted street ending in a cul-de-sac and generally designated by a name.

SECTION 607 Loops and Circles: Circles could be short streets that return to themselves. Loops could be short drives that begin and end in the same street.

SECTION 608 Parkways: (Also see Boulevard) A special scenic route or park drive, generally designated by a name.

SECTION 609 Paths: A minor local street running in a diagonal direction, usually between a north-south "Street" and an east-west "Avenue"; a path may also be a diagonal connector between offset portions of a north-south or east-west collector thoroughfare.

SECTION 610 Place: A cul-de-sac or permanent dead-end road. North-south streets less than 500 feet in length.

SECTION 611 Roads: Limited thoroughfares that are frequently used, have heavy traffic volume, and run in any direction. Secondary facilities connecting with a U.S. or state primary highway.

SECTION 612 Street and Avenues: Streets run north and south and Avenues run east and west. This may be reversed in municipal areas previously addressed by other authorities using a different method.

SECTION 613 Trails: A diagonal local street serving as a collector for one or more local thoroughfares.

SECTION 614 Ways: Dead-end right-of-ways under 500 feet running at oblique angles to the four points of the compass. If there are three or more homes, the road is designated on the road system, even if it is private.

ARTICLE 7-ASSIGNING NUMBERS TO INDIVIDUAL PROPERTIES

SECTION 701 Property numbers for dwelling units and places of business on all public and private streets shall be assigned by the Gila County Rural Addressing Department in accordance with provisions outlined herein.

SECTION 702 Property numbering shall be uniform, based on street frontage.

SECTION 703 Property numbering shall be in a consecutive sequence.

SECTION 704 Even numbers shall always be assigned on one side of the street and odd numbers shall be assigned on the other. Even numbers shall be on the north and west sides of the streets and odd numbers shall be on the south and east sides of the streets. The exception is municipal areas previously addressed by other authorities using a different method. Once assigned, numbers shall not be arbitrarily changed, except by the Gila County Rural Addressing Department. If an area is annexed by a municipality, the existing addresses will be changed at the discretion of the municipality.

SECTION 705 Numbering shall be in accordance with the Gila County block numbering system. One thousand addresses shall be provided per mile for expansion.

SECTION 706 Apartments/Condominiums/ Group Housing:

A. Numbers shall be assigned where the driveway joins the street. This becomes the street address of all units which face upon that interior court. Separate internal units of condominiums and apartments shall be designated with sub-numbers or letters, not individual property numbers.

B. Mobile home parks shall be treated like other multifamily developments. The property shall be assigned one number, and each mobile home shall receive numerical designations such as Sp.1, Sp. 2, Sp.3, etc. However, if the development is a mobile home subdivision built in conformance with subdivision regulations, the properties shall be treated as individual residences.

SECTION 707 Business Districts: In a business district, the main entrance to each separate establishment shall have its own number in sequence with other businesses along the street.

SECTION 708 Street Starting from Different Points on the Same Cross Street: When a street does not begin at the same location as a parallel street, the numbers shall begin with the same number measured from the base line as on the parallel street. Likewise, buildings facing streets that do not extend to the base line at present shall be assigned numbers as if they were extended.

SECTION 709 Diagonal Streets: The general principle to apply when numbering diagonal streets is to treat the street as either a north-south or an

east-west street based on the greatest distance covered in any specific direction.

SECTION 710 Corner Lots: When assigning a number to a building on a corner lot, assign a number from the street upon which the front entrance faces for a business; or assign a number from the street from which the driveway enters for a residence. Dual addresses shall be avoided. If a corner building has two entrances which both look like front entrances, the decision is based on the general site layout and driveway entrance.

SECTION 711 Duplex Buildings and Rear Houses on Interior Lots:

A. Separate numbers shall be assigned to each separate dwelling on a parcel, excluding duplexes which will have one address and be separated by units.

B. If there is access from a parallel street, numbers are assigned from the series on that street. In the case of commercial or industrial facilities, auxiliary buildings would not be assigned separate numbers, however, the main building where mail is received and business is transacted would receive a property number.

SECTION 712 Numbering on Circle Streets and Horseshoes: Circle Streets or horseshoe-shaped streets begin and end touching the same street. It is advisable in such cases to ignore compass directions and to give numbers on such streets to correspond with the numbering on the streets where the circle originated. The even numbers shall be on the inside of the circle and the odd number shall be on the outside of the circle.

ARTICLE 8-STREET NAMES:

SECTION 801 Choice of Names: Names should be chosen that relate to the scale and location of a project.

A. Objectives- Names should be pleasant sounding, appropriate, and easy to read (so that the public, and children in particular, can handle the name in an emergency situation).

B. Unacceptable Street Names- Names that do not conform to current State of Arizona 9-1-1 GIS Standards.

C. Name Length- The complete road name shall consist of no more than 16 spaces, including road name, spaces between and the County Signing approved abbreviation for road suffix.

D. Complete Name- A complete name shall consist of no more than four words, including prefix and suffix. Examples:

1. North Toya Vista Road
   Prefix (1 word), Primary (2 words), Suffix (1 word)
2. South Calle de Caballos
   Prefix (1 word), Primary (3 words), Primary includes the suffix-equivalent

SECTION 802 Prefixes: All street names shall begin with one directional prefix, north, south, east, or west, which shall be assigned with permanent addresses. Additional unnecessary prefixes and suffixes shall be avoided. Combinations of directions are not acceptable. Example: Northwest Sierra Circle.

SECTION 803 Suffixes: Boulevard, Drive, Road and Parkway for arterial highways used with the discretion of the Rural Addressing Department. Also acceptable are lane, Avenue, Street, Loop, Circle, Court, Path, Trail, and other designation consistent with the intent of this section reviewed and approved by Rural Addressing Staff.

SECTION 804 Name Duplication: Similar sounding names are considered to be duplication regardless of spelling. Duplication of names within each zip code service area is not permitted.

SECTION 805 Continuity:

A. A continuous street, or one proposed to be continuous, should bear the same name throughout, even though it changes directions. If it is interrupted by a channel, freeway, railroad, etc., and eventual connection is not probable, the segments may bear different names.

B. No separate name is to be used for a cul-de-sac that provides street frontage for less than three lots or units. The name shall be the same as that of the intersecting street. Where there is a series of long and short cul-de-sacs, all should have separate names.

SECTION 806 Existing Streets Naming and Renaming:

A. Rural Addressing personnel shall determine the necessity to name or rename a new or existing street, right-of-way, or private access determined according to criteria set forth in Article 8 of this Ordinance. Proposed naming may also be initiated by citizen petition in accordance with section 806. Citizen petitions must have signatures of at least 75% of the property owners who own property adjacent to the street subject to the proposed naming.

B. For proposed changes to an existing street, right-of-way, or access, Gila County Rural Addressing personnel shall proceed with one of the two methods set forth in Section 806-D for public notification. The method shall be determined by a standard of numbers to notify economics and time constraints.

C. Gila County Rural Addressing personnel shall notify the public of a proposed road naming or name change by the following method:

1. Gila County Rural Addressing personnel shall originate a public notice for publication in two consecutive issues of the County's contracted publications contractor or by mailing property owners said public notice. Included in this publication will be: the previous road name, the proposed name change, a sketch of the road in question, a description of the policy to oppose this change, the date for filing objections as well as the date scheduled for the renaming to be presented to the Gila County Board of Supervisors for action. The public will be given from the first date of the first printed publication to one week after the last date of publication to file objection petitions and to meet with Gila County Rural Addressing personnel to come to a consensus.

D. To file objections to name changes initiated by the Rural Addressing staff, petition, or Board of Supervisors, residents and/or property owners must submit an alternate petition or objection in writing to the Rural Addressing Department in accordance with the time period stated in C. above. Petitions must have signatures of at least 75% of residents and/or property owners who reside and/or own property adjacent to the street subject to the proposed naming or renaming. Petitioners must have agreed to a name to be used as an

alternative to that proposed by the Rural Addressing Office or the Board of Supervisors. To submit an objection in writing to a proposed name change, the resident and/or property owner should include the name of the road to be changed and their reason for objecting it.

E. If proposed name~~s~~ changes are not objected to or if alternative names presented by residents and/or landowners are approved, changes may be adopted by the Gila County Board of Supervisors at their next regularly scheduled meeting.

F. After the approval of a name change, any subsequent proposed name changes shall not be considered for a period of 10 years.

G. All renaming of streets not required by this Ordinance will be completed at the expense of the person or group submitting the request of name change. The fees will be set in accordance to the Gila County Rural Addressing Fee Schedule approved by the Gila County Board of Supervisors and the fee must be received in the Gila County Rural Addressing Department prior to proceeding with the request. A petition will need to be completed, following the steps as stated in section 806.A above. The petition will be presented to the Board of Supervisors for approval.

SECTION 807 Guidelines for Renaming Existing Streets: The following guidelines shall be followed for renaming existing streets which have names that are duplicated within Gila County. These are not listed in order of preference or importance.

A. Does one street have any historical reason for having the name it has?
B. Which street has the least number of houses on it and thus would require the least number of address changes?
C. Which street has had its name for the longest period of time?
D. Is the name appropriate according to the other street names in the neighborhood?
E. Which street name is used for the longest distance or the most traveled section?

SECTION 808 Street Names and Numbering in New Subdivisions:

Street names and numbering shall be determined in accordance with the street naming and numbering policy adopted by resolution of the Board of Supervisors. Along with the preliminary plat map, the sub divider shall submit a street naming proposal to the Rural

Addressing Department said proposal shall include copies of (1) a map of the overall tract illustrating street layout, the name proposed for each street, and (2) an alphabetical list of the proposed street names, together with an alternate name for each name proposed. The Rural Addressing Department shall review the proposed street names for duplication of names, appropriateness of names, and for overall compliance with the street naming policy. Approved street names shall be included in the final plat map which is submitted to the Board of Supervisors for approval and for recordation.

ARTCLE 9- STREET SIGNS:

SECTION 901 Characteristics: Signs posted on County roads, Private Roads and Public Right-of-Ways will be approved by the Director of Engineering Services.

SECTION 902 Installation: Street name signs, approved by the Rural Addressing Department shall be installed at the direction of the Engineering Director.

ARTICLE 10-POSTING OF PROPERTY NUMBERS

SECTION 1001 Methods and Characteristics for Posting Designated Street Addresses:

A. Property numbers shall be attached to dwelling units or buildings, located so as to be visible from and oriented toward the street from which address is taken. These numbers shall be 3.5 by 3.5 inch reflective numbers and shall be visible at all times.

B. When a house or building is some distance from a road, or when view of the house or building is blocked by trees or shrubs, property number shall be on a sign attached to a tree, fence, gate, or lawn stake.

C. On a corner lot, the property number shall face street named in the address.

D. Numerals indicating the official address for each principal building or each front entrance to such building shall be posted in a manner as to be legible and distinguishable from the street on which the property is located.

E. If there is a rear entrance or a hidden structure, a post shall display the number on the path leading to the entrance.

SECTION 1002 Responsibilities to post Property Numbers:

A. Each owner or occupant in charge of any residence or building to which a number has been assigned may be notified in writing by the Rural Addressing Department of the number assigned to the same at any time following the adoption or revision of the ordinance.

B. Within fifteen (15) days after the receipt of such written notification from the Rural Addressing Department the owner or occupant of a residence or building to which a number has been assigned shall affix the number in a conspicuous manner in a conspicuous place.

C. It shall be the duty of such owner or occupant thereof upon affixing the new number to remove any different number which might be mistaken for or confused with the number assigned to said structure by the Rural Addressing Department.

D. If a property number is damaged, lost, or in any way destroyed, said number shall be replaced immediately by the owner, occupant, or person in charge of the residence or building at their expense. Said replacement shall be purchased from the Rural Addressing Department or shall be of comparable material and size as mentioned in Article 10, Section 1001, A.

ARTICLE 11- PENALTIES:

SECTION 1101 Enforcement by Civil Penalty: In the event that the owner or occupant of any residence, building or structure to which a correct address has been assigned refuses to comply with the terms of this ordinance within thirty (30) days of notification by failing to affix the number assigned or to remove any old numbers affixed to such house, or house entrance, or elsewhere, which may be confused with the number assigned thereto, they shall be subject to civil penalty.

SECTION 1102 Violations:

A. For initial violations of this Ordinance, the penalty shall be Fifty ($50.00) dollars for an individual person or One Hundred ($100.00) dollars for an enterprise.

B. For a subsequent violation arising out of the same facts, the penalty shall be One Hundred ($100.00) dollars for an individual person or Two Hundred ($200.00) dollars for an enterprise.

SECTION 1103 Jurisdiction of Hearing Officer: All violations of Ordinance shall result in a civil penalty being assessed and shall fall under the jurisdiction of a County Hearing Officer appointed for this purpose. The Hearing Officer shall not have the jurisdiction to impose criminal penalties.

SECTION 1104 Rules of Procedure: All rules of procedure for hearings in front of the County Hearing Officer shall apply to civil violations arising under this Ordinance.

ARTICLE 12-FEES:

Section 1201 A schedule of fees shall be set by the Board of Supervisors to collect monies to cover expenses incurred during road name changes and property addressing. The schedule of fees shall be posted in a prominent place in the Rural Addressing Department and copies shall be available to the public upon request.

SECTION 1202 The Board of Supervisors may change the schedule of fees as needed to keep current with rising costs without affecting any change in this Ordinance itself.

ARTICLE 13-AMENDMENTS

SECTION 1301 The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, modified, suspended, waived or repealed at the discretion of the Gila County Board of Supervisors following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

SECTION 1302 The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, or modified, at the initiation the Rural Addressing Department following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

PASSED AND ADOPTED this 28th day of June 2011.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

_____
Marian Sheppard
Chief Deputy Clerk

_____
Michael A. Pastor, Chairman

APPROVED AS TO FORM:

_____
Bryan Chambers
Chief Deputy County Attorney

SCHEDULE OF FEES

ADDRESSES:	New-	No Charge
	Replacement-Number Plaque	$10.00
ROAD NAMING/RENAMING	Duplicate-	No Charge
	Unnamed-	No Charge
	Voluntary Renaming-	$700.00

ARF-1309 **Public Hearing** **3- C**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Emergency Services

Presenter's Name:

Information

Request/Subject

Resolution No. 12-06-05 renaming a portion of N. McLellan Drive to E. Pecos Drive

Background Information

In September 2011, a request for addressing of newly sold parcels on N. McLellan Drive triggered an analysis of the property numbering range along that road.

Evaluation

Limitations to the current property numbering scheme and changes to roadways in the defined section that occurred after the original naming of N. McLellan Drive made it apparent that 2 sections of the road needed to be renamed and renumbered in order to comply with Ordinance 11-03 Gila County Street Naming and Property Numbering.
The two new road names are: E. Pecos Drive and S. Camino Way.

Conclusion

A publication explaining the renaming was published and no comments or objections were received by Rural Addressing personnel during the defined comment period.

Recommendation

The Director of the Division of Health & Emergency Services recommends that the Board of Supervisors adopt Resolution No. 12-06-05 renaming a portion of N. McLellan Drive to E. Pecos Drive.

Suggested Motion

Public Hearing - Information/Discussion/Action to adopt Resolution No. 12-06-05 renaming a portion of N. McLellan Drive to E. Pecos Drive. **(Michael O'Driscoll)**

Attachments

Resolution 12-06-05

Map

Publication

Ordinance

RESOLUTION NO. 12-06-05

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, RENAMING A PORTION OF ONE ROAD IN GILA COUNTY TO BE CALLED E. PECOS DR.

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, the name of the existing street is N. McLellan Drive; and,

WHEREAS, Article 8, of the Street Naming and Property Numbering Ordinance provides guidelines for the renaming of existing streets; and,

WHEREAS, the following street name and location substantially comply with the provisions of the Ordinance:

E. Pecos Drive - Section 14, T6N, R10E, NW ¼

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said streets and directs the appropriate County departments to incorporate these names uniformly on all maps of Gila County.

PASSED AND ADOPTED this 26th day of June 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:

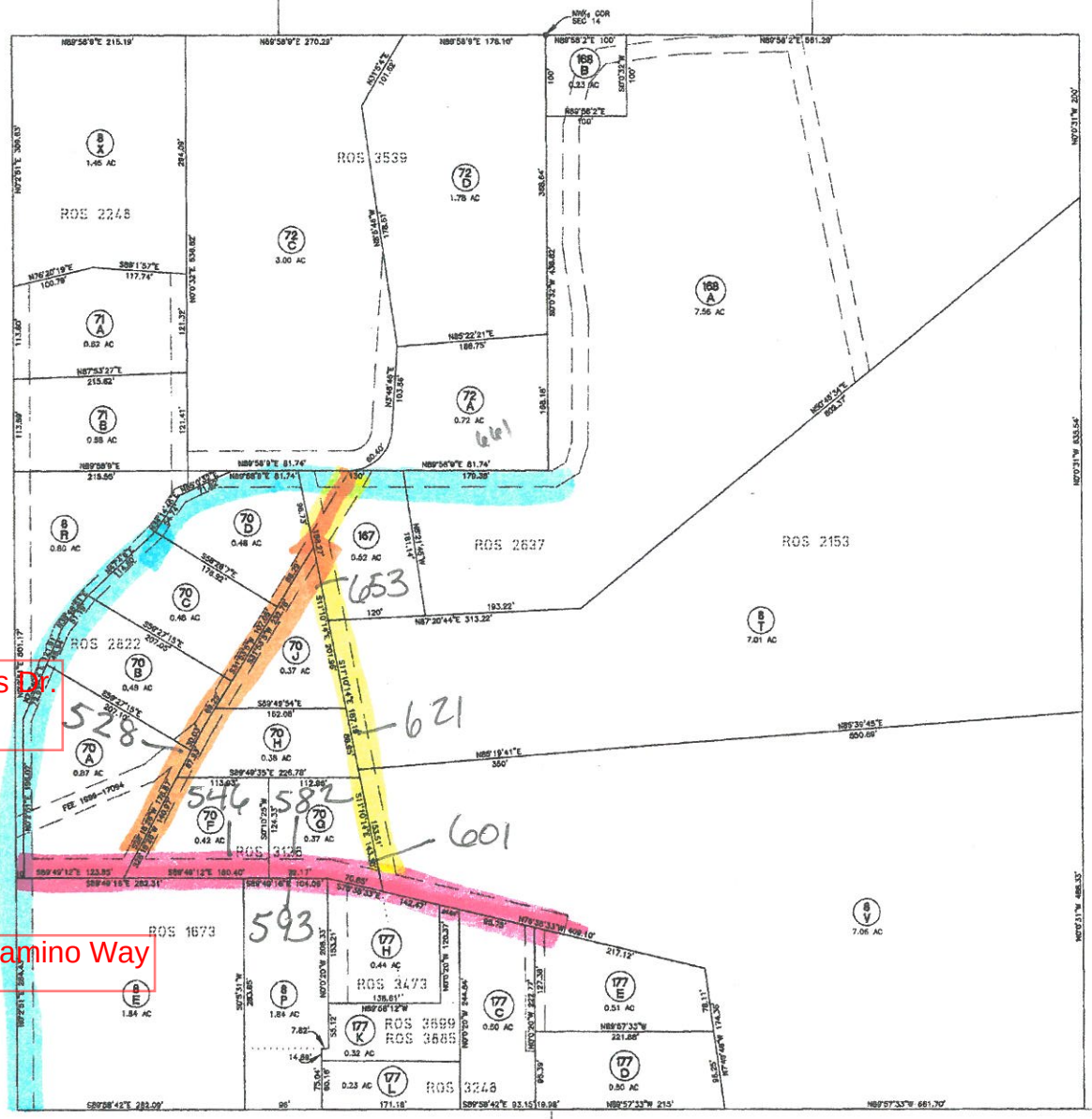
_____
Bryan Chambers
Chief Deputy County Attorney

PT NW 1/4 SEC 14
T6N R10E

201-06
14 of 22
CODE 3301
UPDATED 10-25-10

SEE MAP 201-06 13 of 22

TONTO NATIONAL FOREST
SEE MAP 201-06 1 of 22



To Be Renamed E. Pecos Dr.

N. McLellan DR

E. Catfish LN

To Be Renamed S. Camino Way

TONTO NATIONAL FOREST
SEE MAP 201-06 1 of 22

SEE MAP 201-22

SEE MAP 201-06 1 of 22

PARCEL 201-06-0098

SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

LEGAL NOTICE

LEGAL NOTICE

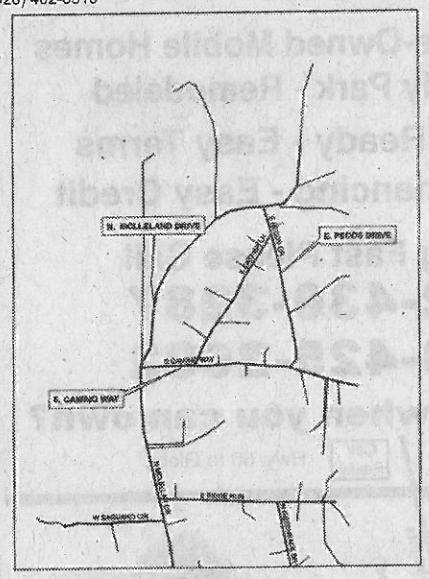
PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Rural Addressing Department is proposing to establish two new names for a previously named portion of a street located in Tonto Basin, AZ. The previous name was N. Mclellan Drive. The first new street name is: S. Camino Way, an East-West trending street; and E. Pecos Drive, a Northwest to Southeast trending street. Both newly named streets connect to portions of the previously named N. Mclellan Drive. The change in street names are mandated by Section 704 & 705 of Ordinance No. 11-03.

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by April 6, 2012 per Gila County Street Naming Ordinance No. 11-03.

The Gila County Board of Supervisors will hold a public hearing for the renaming of said street located in Tonto Basin, AZ. Said hearing will take place on: 24 April, 2012 at 10:00 A.M. or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ. Inquires and objections may be directed to:

Kevin M. Kenney
Rural Addressing Analyst
5515 S. Apache Ave., Suite 500
Globe, AZ 85501
1(800) 304-4452 ext. 8510
1(928) 402-8510



PROPOSED NEW STREET NAMES
S. CAMINO WAY------E. PECOS DRIVE

First Pub: 3-14-2012
Last Pub: 3-21-2012 Belt 8063

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PUBLIC NOTICE

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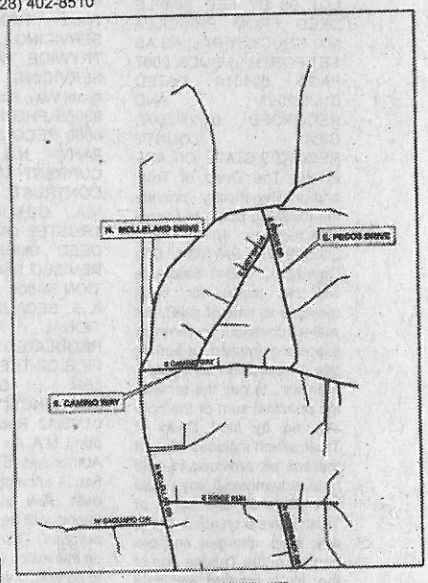


PROPOSED NEW STREET NAMES
S. CAMINO WAY------E. PECOS DRIVE

First Pub: 3-14-2012
Last Pub: 3-21-2012 Belt 8063

ORDINANCE NO. 11-03

GILA COUNTY STREET NAMING AND PROPERTY NUMBERING

Gila County Courthouse
Gila County Rural Addressing Department
5515 S. Apache Ave., Suite 500
Globe, Arizona 85501
(928) 402-8510

APPROVED AS TO FORM: _____
County Attorney's Office

_____
Date

APPROVED BY: _____
Michael A. Pastor, Chairman

_____
Date

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on May 19, 1998 (Recorder's Fee No. 1998-7563); and

WHEREAS, this Ordinance No. 11-03 – Gila County Street Naming and Property Numbering will supersede the previous adopted and amended Gila County Street Naming and Property Numbering Ordinance.

NOW, THEREFORE, be it ordained by the Gila County Board of Supervisors that:

STREET NAMING AND PROPERTY NUMBERING ORDINANCE

ARTICLE 1-TITLE AND PURPOSE

An ordinance adopted to provide for the uniform assignment of property numbers on all private residences, public buildings, businesses, and any other building used for human occupancy, habitation or conducting of business along public and private right-of-ways, easements or any other access routes, renaming of existing streets with conflicting or duplicate names and naming of unnamed and new accesses in order to provide for efficient emergency services and the safety of Gila County residents, provide for generation and collection of fees for assignment of new addresses; provide for the enforcement of said Ordinance; and prescribing penalties for the violation thereof.

ARTICLE 2-SHORT TITLE

For the purpose of identification these regulations shall be known as the "Street Naming and Property Numbering Ordinance for Gila County".

ARTICLE 3- APPLICABILITY

This Ordinance shall apply to all unincorporated and non-reservation lands within the area of Gila County.

ARTICLE 4- SEVERABILITY

Should any article, section or regulation of this Ordinance be judicially declared unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any portion thereof other than the article, section or regulation so declared to be unconstitutional or invalid.

ARTICLE 5- DEFINITIONS

SECTION 501 Block numbering System: [ESRI software] In ArcGIS, a group of records in a compressed file geodatabase feature class or tables that are stored together. The arrangement of compressed data into blocks helps optimize query performance

SECTION 502 Frontage Units: A frontage unit is a standard interval in front footage of an existing parcel used to assign consecutive property numbers, on a street, right-of-way, easement or access route beginning from the nearest intersection.

SECTION 503 Address Prefixes and Suffixes: Address prefixes are words preceding a street name and indicating a direction. Address suffixes are words following a street name and indicating the type of street.

SECTION 504 Thoroughfare Designations: Streets are sometimes ranked by function and size, and each category is assigned a specific name suffix called thoroughfare designations.

ARTICLE 6- DEFINITIONS OF THOROUGHFARE DESIGNATIONS:

SECTION 601 Boulevard: A Street with a median reflecting the boulevard character and so indicated by the name (also applied to Parkways). A major thoroughfare running in a diagonal direction, rather than east-west or north-south, it must connect at least two sections and act as a collector.

SECTION 602 Courts: Permanently closed streets such as cul-de-sacs. Horseshoe-shaped streets generally designed by one name throughout their entire length. Ease-west streets less than 500 feet in length.

SECTION 603 Drives: Winding thoroughfares, diagonal curvilinear or other types of roads not previously mentioned. Roads that meander about and continue through to other rights-of-way.

SECTION 604 Highways: Designated State or Federal Highways. This term could be used even when a road generally runs north-south or east-west. U.S. routes are designated as highways.

SECTION 605 Interstate: Roads of the highest order, characterized by limited access, wide right-of-way, prohibited adjacent to development and with through-traffic preference.

SECTION 606 Lanes: Reduced right-of-way branching from courts, places, or ways. Curving streets of less than 500 feet. An uninterrupted street ending in a cul-de-sac and generally designated by a name.

SECTION 607 Loops and Circles: Circles could be short streets that return to themselves. Loops could be short drives that begin and end in the same street.

SECTION 608 Parkways: (Also see Boulevard) A special scenic route or park drive, generally designated by a name.

SECTION 609 Paths: A minor local street running in a diagonal direction, usually between a north-south "Street" and an east-west "Avenue"; a path may also be a diagonal connector between offset portions of a north-south or east-west collector thoroughfare.

SECTION 610 Place: A cul-de-sac or permanent dead-end road. North-south streets less than 500 feet in length.

SECTION 611 Roads: Limited thoroughfares that are frequently used, have heavy traffic volume, and run in any direction. Secondary facilities connecting with a U.S. or state primary highway.

SECTION 612 Street and Avenues: Streets run north and south and Avenues run east and west. This may be reversed in municipal areas previously addressed by other authorities using a different method.

SECTION 613 Trails: A diagonal local street serving as a collector for one or more local thoroughfares.

SECTION 614 Ways: Dead-end right-of-ways under 500 feet running at oblique angles to the four points of the compass. If there are three or more homes, the road is designated on the road system, even if it is private.

ARTICLE 7-ASSIGNING NUMBERS TO INDIVIDUAL PROPERTIES

SECTION 701 Property numbers for dwelling units and places of business on all public and private streets shall be assigned by the Gila County Rural Addressing Department in accordance with provisions outlined herein.

SECTION 702 Property numbering shall be uniform, based on street frontage.

SECTION 703 Property numbering shall be in a consecutive sequence.

SECTION 704 Even numbers shall always be assigned on one side of the street and odd numbers shall be assigned on the other. Even numbers shall be on the north and west sides of the streets and odd numbers shall be on the south and east sides of the streets. The exception is municipal areas previously addressed by other authorities using a different method. Once assigned, numbers shall not be arbitrarily changed, except by the Gila County Rural Addressing Department. If an area is annexed by a municipality, the existing addresses will be changed at the discretion of the municipality.

SECTION 705 Numbering shall be in accordance with the Gila County block numbering system. One thousand addresses shall be provided per mile for expansion.

SECTION 706 Apartments/Condominiums/ Group Housing:

A. Numbers shall be assigned where the driveway joins the street. This becomes the street address of all units which face upon that interior court. Separate internal units of condominiums and apartments shall be designated with sub-numbers or letters, not individual property numbers.

B. Mobile home parks shall be treated like other multifamily developments. The property shall be assigned one number, and each mobile home shall receive numerical designations such as Sp.1, Sp. 2, Sp.3, etc. However, if the development is a mobile home subdivision built in conformance with subdivision regulations, the properties shall be treated as individual residences.

SECTION 707 Business Districts: In a business district, the main entrance to each separate establishment shall have its own number in sequence with other businesses along the street.

SECTION 708 Street Starting from Different Points on the Same Cross Street: When a street does not begin at the same location as a parallel street, the numbers shall begin with the same number measured from the base line as on the parallel street. Likewise, buildings facing streets that do not extend to the base line at present shall be assigned numbers as if they were extended.

SECTION 709 Diagonal Streets: The general principle to apply when numbering diagonal streets is to treat the street as either a north-south or an

east-west street based on the greatest distance covered in any specific direction.

SECTION 710 Corner Lots: When assigning a number to a building on a corner lot, assign a number from the street upon which the front entrance faces for a business; or assign a number from the street from which the driveway enters for a residence. Dual addresses shall be avoided. If a corner building has two entrances which both look like front entrances, the decision is based on the general site layout and driveway entrance.

SECTION 711 Duplex Buildings and Rear Houses on Interior Lots:

A. Separate numbers shall be assigned to each separate dwelling on a parcel, excluding duplexes which will have one address and be separated by units.

B. If there is access from a parallel street, numbers are assigned from the series on that street. In the case of commercial or industrial facilities, auxiliary buildings would not be assigned separate numbers, however, the main building where mail is received and business is transacted would receive a property number.

SECTION 712 Numbering on Circle Streets and Horseshoes: Circle Streets or horseshoe-shaped streets begin and end touching the same street. It is advisable in such cases to ignore compass directions and to give numbers on such streets to correspond with the numbering on the streets where the circle originated. The even numbers shall be on the inside of the circle and the odd number shall be on the outside of the circle.

ARTICLE 8-STREET NAMES:

SECTION 801 Choice of Names: Names should be chosen that relate to the scale and location of a project.

A. Objectives- Names should be pleasant sounding, appropriate, and easy to read (so that the public, and children in particular, can handle the name in an emergency situation).

B. Unacceptable Street Names- Names that do not conform to current State of Arizona 9-1-1 GIS Standards.

C. Name Length- The complete road name shall consist of no more than 16 spaces, including road name, spaces between and the County Signing approved abbreviation for road suffix.

D. Complete Name- A complete name shall consist of no more than four words, including prefix and suffix. Examples:

1. North Toya Vista Road
   Prefix (1 word), Primary (2 words), Suffix (1 word)
2. South Calle de Caballos
   Prefix (1 word), Primary (3 words), Primary includes the suffix-equivalent

SECTION 802 Prefixes: All street names shall begin with one directional prefix, north, south, east, or west, which shall be assigned with permanent addresses. Additional unnecessary prefixes and suffixes shall be avoided. Combinations of directions are not acceptable. Example: Northwest Sierra Circle.

SECTION 803 Suffixes: Boulevard, Drive, Road and Parkway for arterial highways used with the discretion of the Rural Addressing Department. Also acceptable are lane, Avenue, Street, Loop, Circle, Court, Path, Trail, and other designation consistent with the intent of this section reviewed and approved by Rural Addressing Staff.

SECTION 804 Name Duplication: Similar sounding names are considered to be duplication regardless of spelling. Duplication of names within each zip code service area is not permitted.

SECTION 805 Continuity:

A. A continuous street, or one proposed to be continuous, should bear the same name throughout, even though it changes directions. If it is interrupted by a channel, freeway, railroad, etc., and eventual connection is not probable, the segments may bear different names.

B. No separate name is to be used for a cul-de-sac that provides street frontage for less than three lots or units. The name shall be the same as that of the intersecting street. Where there is a series of long and short cul-de-sacs, all should have separate names.

SECTION 806 Existing Streets Naming and Renaming:

A. Rural Addressing personnel shall determine the necessity to name or rename a new or existing street, right-of-way, or private access determined according to criteria set forth in Article 8 of this Ordinance. Proposed naming may also be initiated by citizen petition in accordance with section 806. Citizen petitions must have signatures of at least 75% of the property owners who own property adjacent to the street subject to the proposed naming.

B. For proposed changes to an existing street, right-of-way, or access, Gila County Rural Addressing personnel shall proceed with one of the two methods set forth in Section 806-D for public notification. The method shall be determined by a standard of numbers to notify economics and time constraints.

C. Gila County Rural Addressing personnel shall notify the public of a proposed road naming or name change by the following method:

1. Gila County Rural Addressing personnel shall originate a public notice for publication in two consecutive issues of the County's contracted publications contractor or by mailing property owners said public notice. Included in this publication will be: the previous road name, the proposed name change, a sketch of the road in question, a description of the policy to oppose this change, the date for filing objections as well as the date scheduled for the renaming to be presented to the Gila County Board of Supervisors for action. The public will be given from the first date of the first printed publication to one week after the last date of publication to file objection petitions and to meet with Gila County Rural Addressing personnel to come to a consensus.

D. To file objections to name changes initiated by the Rural Addressing staff, petition, or Board of Supervisors, residents and/or property owners must submit an alternate petition or objection in writing to the Rural Addressing Department in accordance with the time period stated in C. above. Petitions must have signatures of at least 75% of residents and/or property owners who reside and/or own property adjacent to the street subject to the proposed naming or renaming. Petitioners must have agreed to a name to be used as an

alternative to that proposed by the Rural Addressing Office or the Board of Supervisors. To submit an objection in writing to a proposed name change, the resident and/or property owner should include the name of the road to be changed and their reason for objecting it.

E. If proposed name~~s~~ changes are not objected to or if alternative names presented by residents and/or landowners are approved, changes may be adopted by the Gila County Board of Supervisors at their next regularly scheduled meeting.

F. After the approval of a name change, any subsequent proposed name changes shall not be considered for a period of 10 years.

G. All renaming of streets not required by this Ordinance will be completed at the expense of the person or group submitting the request of name change. The fees will be set in accordance to the Gila County Rural Addressing Fee Schedule approved by the Gila County Board of Supervisors and the fee must be received in the Gila County Rural Addressing Department prior to proceeding with the request. A petition will need to be completed, following the steps as stated in section 806.A above. The petition will be presented to the Board of Supervisors for approval.

SECTION 807 Guidelines for Renaming Existing Streets: The following guidelines shall be followed for renaming existing streets which have names that are duplicated within Gila County. These are not listed in order of preference or importance.

A. Does one street have any historical reason for having the name it has?
B. Which street has the least number of houses on it and thus would require the least number of address changes?
C. Which street has had its name for the longest period of time?
D. Is the name appropriate according to the other street names in the neighborhood?
E. Which street name is used for the longest distance or the most traveled section?

SECTION 808 Street Names and Numbering in New Subdivisions:

Street names and numbering shall be determined in accordance with the street naming and numbering policy adopted by resolution of the Board of Supervisors. Along with the preliminary plat map, the sub divider shall submit a street naming proposal to the Rural

Addressing Department said proposal shall include copies of (1) a map of the overall tract illustrating street layout, the name proposed for each street, and (2) an alphabetical list of the proposed street names, together with an alternate name for each name proposed. The Rural Addressing Department shall review the proposed street names for duplication of names, appropriateness of names, and for overall compliance with the street naming policy. Approved street names shall be included in the final plat map which is submitted to the Board of Supervisors for approval and for recordation.

ARTCLE 9- STREET SIGNS:

SECTION 901 Characteristics: Signs posted on County roads, Private Roads and Public Right-of-Ways will be approved by the Director of Engineering Services.

SECTION 902 Installation: Street name signs, approved by the Rural Addressing Department shall be installed at the direction of the Engineering Director.

ARTICLE 10-POSTING OF PROPERTY NUMBERS

SECTION 1001 Methods and Characteristics for Posting Designated Street Addresses:

A. Property numbers shall be attached to dwelling units or buildings, located so as to be visible from and oriented toward the street from which address is taken. These numbers shall be 3.5 by 3.5 inch reflective numbers and shall be visible at all times.

B. When a house or building is some distance from a road, or when view of the house or building is blocked by trees or shrubs, property number shall be on a sign attached to a tree, fence, gate, or lawn stake.

C. On a corner lot, the property number shall face street named in the address.

D. Numerals indicating the official address for each principal building or each front entrance to such building shall be posted in a manner as to be legible and distinguishable from the street on which the property is located.

E. If there is a rear entrance or a hidden structure, a post shall display the number on the path leading to the entrance.

SECTION 1002 Responsibilities to post Property Numbers:

A. Each owner or occupant in charge of any residence or building to which a number has been assigned may be notified in writing by the Rural Addressing Department of the number assigned to the same at any time following the adoption or revision of the ordinance.

B. Within fifteen (15) days after the receipt of such written notification from the Rural Addressing Department the owner or occupant of a residence or building to which a number has been assigned shall affix the number in a conspicuous manner in a conspicuous place.

C. It shall be the duty of such owner or occupant thereof upon affixing the new number to remove any different number which might be mistaken for or confused with the number assigned to said structure by the Rural Addressing Department.

D. If a property number is damaged, lost, or in any way destroyed, said number shall be replaced immediately by the owner, occupant, or person in charge of the residence or building at their expense. Said replacement shall be purchased from the Rural Addressing Department or shall be of comparable material and size as mentioned in Article 10, Section 1001, A.

ARTICLE 11- PENALTIES:

SECTION 1101 Enforcement by Civil Penalty: In the event that the owner or occupant of any residence, building or structure to which a correct address has been assigned refuses to comply with the terms of this ordinance within thirty (30) days of notification by failing to affix the number assigned or to remove any old numbers affixed to such house, or house entrance, or elsewhere, which may be confused with the number assigned thereto, they shall be subject to civil penalty.

SECTION 1102 Violations:

A. For initial violations of this Ordinance, the penalty shall be Fifty ($50.00) dollars for an individual person or One Hundred ($100.00) dollars for an enterprise.

B. For a subsequent violation arising out of the same facts, the penalty shall be One Hundred ($100.00) dollars for an individual person or Two Hundred ($200.00) dollars for an enterprise.

SECTION 1103 Jurisdiction of Hearing Officer: All violations of Ordinance shall result in a civil penalty being assessed and shall fall under the jurisdiction of a County Hearing Officer appointed for this purpose. The Hearing Officer shall not have the jurisdiction to impose criminal penalties.

SECTION 1104 Rules of Procedure: All rules of procedure for hearings in front of the County Hearing Officer shall apply to civil violations arising under this Ordinance.

ARTICLE 12-FEES:

Section 1201 A schedule of fees shall be set by the Board of Supervisors to collect monies to cover expenses incurred during road name changes and property addressing. The schedule of fees shall be posted in a prominent place in the Rural Addressing Department and copies shall be available to the public upon request.

SECTION 1202 The Board of Supervisors may change the schedule of fees as needed to keep current with rising costs without affecting any change in this Ordinance itself.

ARTICLE 13-AMENDMENTS

SECTION 1301 The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, modified, suspended, waived or repealed at the discretion of the Gila County Board of Supervisors following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

SECTION 1302 The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, or modified, at the initiation the Rural Addressing Department following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

PASSED AND ADOPTED this 28th day of June 2011.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

_____
Marian Sheppard
Chief Deputy Clerk

_____
Michael A. Pastor, Chairman

APPROVED AS TO FORM:

_____
Bryan Chambers
Chief Deputy County Attorney

SCHEDULE OF FEES

ADDRESSES:	New-	No Charge
	Replacement-Number Plaque	$10.00
ROAD NAMING/RENAMING	Duplicate-	No Charge
	Unnamed-	No Charge
	Voluntary Renaming-	$700.00

ARF-1310 **Public Hearing** **3- D**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For: Michael O'Driscoll, Health & Emergency Services Division Director

Submitted By: Debra Williams, Deputy Director of Emergency Services, Health & Emergency Services Division

Department: Health & Emergency Services Division

Division: Emergency Services

Presenter's Name:

Information

Request/Subject

Resolution No. 12-06-06 to rename a section of N. McLellan Drive as S. Camino Way

Background Information

In September 2011, a request for addressing of newly sold parcels on N. McLellan Drive triggered an analyis of the property numbering range along that road.

Evaluation

Limitations to the current property numbering scheme and changes to roadways in the defined section that occured after the original naming of N. McLellan Drive made it apparent that 2 sections of the road needed to be renamed and renumbered in order to comply with Ordinance 11-03, Gila County Street Naming and Property Numbering. The two new road names are: E. Pecos Drive and S. Camino Way.

Conclusion

A publication explaining the renaming was published and no comments or objections were received by Rural Addressing personnel during the defined comment period.

Recommendation

The Director of the Division of Health & Emergency Services recommends that the Board of Supervisors adopt Resolution No. 12-06-06 to rename a section of N. McLellan Drive as S. Camino Way.

Suggested Motion

Public Hearing - Information/Discussion/Action to adopt Resolution No. 12-06-06 renaming a section of N. McLellan Drive as S. Camino Way. **(Michael O'Driscoll)**

Attachments

Resolution 12-06-06

Map

Publication

Ordinance

RESOLUTION NO. 12-06-06

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, RENAMING A PORTION OF ONE ROAD IN GILA COUNTY TO BE CALLED S. CAMINO WAY.

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, the name of the existing street is N. McLellan Drive; and,

WHEREAS, Article 8, of the Street Naming and Property Numbering Ordinance provides guidelines for the renaming of existing streets; and,

WHEREAS, the following street name and location substantially comply with the provisions of the Ordinance:

S. Camino Way - Section 14, T6N, R10E, NW ¼

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said streets and directs the appropriate County departments to incorporate these names uniformly on all maps of Gila County.

PASSED AND ADOPTED this 26th day of June 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:

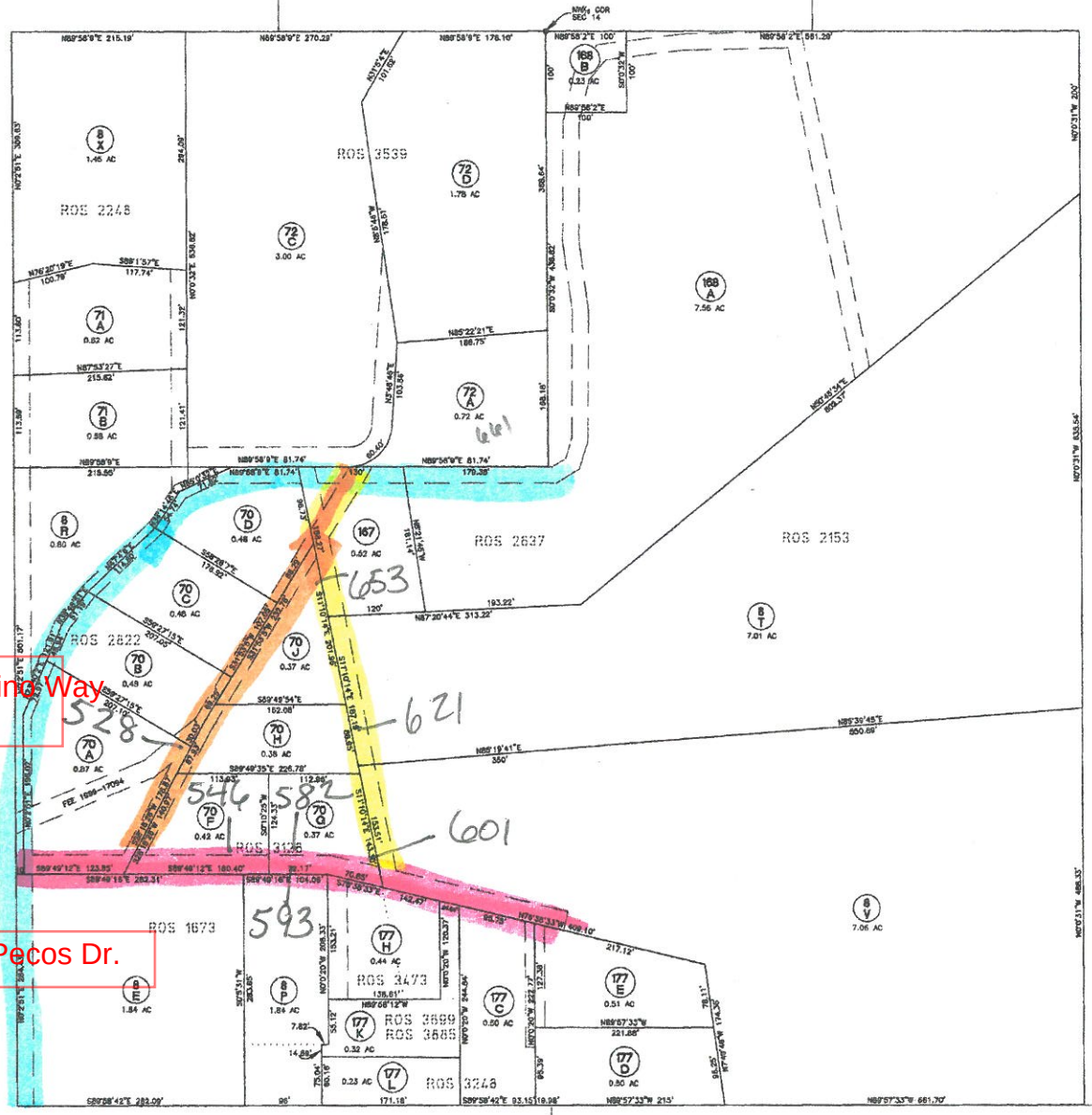
_____
Bryan Chambers
Chief Deputy County Attorney

PT NW 1/4 SEC 14
T6N R10E

201-06
14 of 22
CODE 3301
UPDATED 10-25-10

SEE MAP 201-06 13 of 22

TONTO NATIONAL FOREST
SEE MAP 201-06 1 of 22



TONTO NATIONAL FOREST
SEE MAP 201-06 1 of 22

SEE MAP 201-22

SEE MAP 201-06 1 of 22

PARCEL 201-06-0098

SCALE = 1" = 100'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

LEGAL NOTICE

LEGAL NOTICE

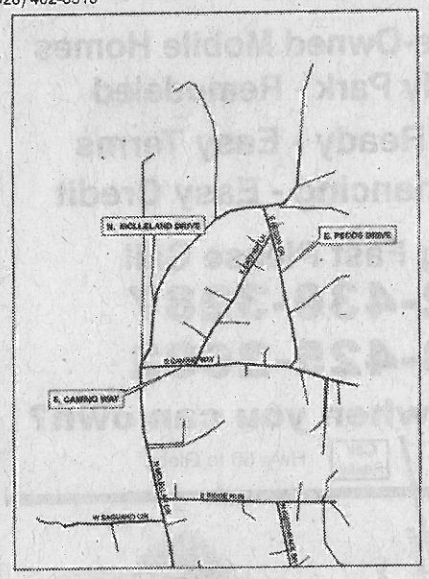
PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila County Rural Addressing Department is proposing to establish two new names for a previously named portion of a street located in Tonto Basin, AZ. The previous name was N. Mclellan Drive. The first new street name is: S. Camino Way, an East-West trending street; and E. Pecos Drive, a Northwest to Southeast trending street. Both newly named streets connect to portions of the previously named N. Mclellan Drive. The change in street names are mandated by Section 704 & 705 of Ordinance No. 11-03.

To file an objection to the proposed name change, residents must file an alternative petition in writing to the Rural Addressing Department by April 6, 2012 per Gila County Street Naming Ordinance No. 11-03.

The Gila County Board of Supervisors will hold a public hearing for the renaming of said street located in Tonto Basin, AZ. Said hearing will take place on: 24 April, 2012 at 10:00 A.M. or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ. Inquires and objections may be directed to:

Kevin M. Kenney
Rural Addressing Analyst
5515 S. Apache Ave., Suite 500
Globe, AZ 85501
1(800) 304-4452 ext. 8510
1(928) 402-8510



PROPOSED NEW STREET NAMES
S. CAMINO WAY------E. PECOS DRIVE

First Pub: 3-14-2012
Last Pub: 3-21-2012 Belt 8063

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PUBLIC NOTICE

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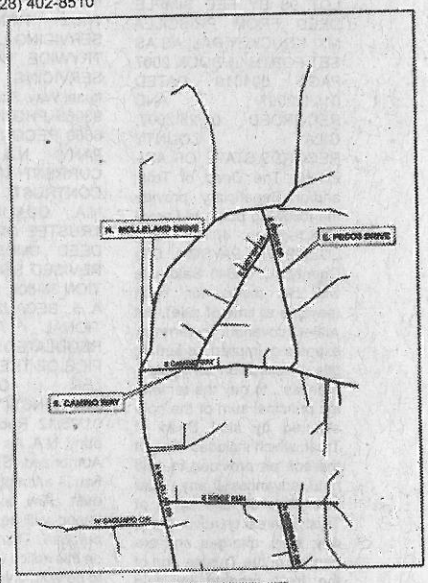

PROPOSED NEW STREET NAMES
S. CAMINO WAY------E. PECOS DRIVE

First Pub: 3-14-2012
Last Pub: 3-21-2012 Belt 8063

ORDINANCE NO. 11-03

GILA COUNTY STREET NAMING AND PROPERTY NUMBERING

Gila County Courthouse
Gila County Rural Addressing Department
5515 S. Apache Ave., Suite 500
Globe, Arizona 85501
(928) 402-8510

APPROVED AS TO FORM: _____
County Attorney's Office

_____
Date

APPROVED BY: _____
Michael A. Pastor, Chairman

_____
Date

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on May 19, 1998 (Recorder's Fee No. 1998-7563); and

WHEREAS, this Ordinance No. 11-03 – Gila County Street Naming and Property Numbering will supersede the previous adopted and amended Gila County Street Naming and Property Numbering Ordinance.

NOW, THEREFORE, be it ordained by the Gila County Board of Supervisors that:

STREET NAMING AND PROPERTY NUMBERING ORDINANCE

ARTICLE 1-TITLE AND PURPOSE

An ordinance adopted to provide for the uniform assignment of property numbers on all private residences, public buildings, businesses, and any other building used for human occupancy, habitation or conducting of business along public and private right-of-ways, easements or any other access routes, renaming of existing streets with conflicting or duplicate names and naming of unnamed and new accesses in order to provide for efficient emergency services and the safety of Gila County residents, provide for generation and collection of fees for assignment of new addresses; provide for the enforcement of said Ordinance; and prescribing penalties for the violation thereof.

ARTICLE 2-SHORT TITLE

For the purpose of identification these regulations shall be known as the "Street Naming and Property Numbering Ordinance for Gila County".

ARTICLE 3- APPLICABILITY

This Ordinance shall apply to all unincorporated and non-reservation lands within the area of Gila County.

ARTICLE 4- SEVERABILITY

Should any article, section or regulation of this Ordinance be judicially declared unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any portion thereof other than the article, section or regulation so declared to be unconstitutional or invalid.

ARTICLE 5- DEFINITIONS

SECTION 501 Block numbering System: [ESRI software] In ArcGIS, a group of records in a compressed file geodatabase feature class or tables that are stored together. The arrangement of compressed data into blocks helps optimize query performance

SECTION 502 Frontage Units: A frontage unit is a standard interval in front footage of an existing parcel used to assign consecutive property numbers, on a street, right-of-way, easement or access route beginning from the nearest intersection.

SECTION 503 Address Prefixes and Suffixes: Address prefixes are words preceding a street name and indicating a direction. Address suffixes are words following a street name and indicating the type of street.

SECTION 504 Thoroughfare Designations: Streets are sometimes ranked by function and size, and each category is assigned a specific name suffix called thoroughfare designations.

ARTICLE 6- DEFINITIONS OF THOROUGHFARE DESIGNATIONS:

SECTION 601 Boulevard: A Street with a median reflecting the boulevard character and so indicated by the name (also applied to Parkways). A major thoroughfare running in a diagonal direction, rather than east-west or north-south, it must connect at least two sections and act as a collector.

SECTION 602 Courts: Permanently closed streets such as cul-de-sacs. Horseshoe-shaped streets generally designed by one name throughout their entire length. Ease-west streets less than 500 feet in length.

SECTION 603 Drives: Winding thoroughfares, diagonal curvilinear or other types of roads not previously mentioned. Roads that meander about and continue through to other rights-of-way.

SECTION 604 Highways: Designated State or Federal Highways. This term could be used even when a road generally runs north-south or east-west. U.S. routes are designated as highways.

SECTION 605 Interstate: Roads of the highest order, characterized by limited access, wide right-of-way, prohibited adjacent to development and with through-traffic preference.

SECTION 606 Lanes: Reduced right-of-way branching from courts, places, or ways. Curving streets of less than 500 feet. An uninterrupted street ending in a cul-de-sac and generally designated by a name.

SECTION 607 Loops and Circles: Circles could be short streets that return to themselves. Loops could be short drives that begin and end in the same street.

SECTION 608 Parkways: (Also see Boulevard) A special scenic route or park drive, generally designated by a name.

SECTION 609 Paths: A minor local street running in a diagonal direction, usually between a north-south "Street" and an east-west "Avenue"; a path may also be a diagonal connector between offset portions of a north-south or east-west collector thoroughfare.

SECTION 610 Place: A cul-de-sac or permanent dead-end road. North-south streets less than 500 feet in length.

SECTION 611 Roads: Limited thoroughfares that are frequently used, have heavy traffic volume, and run in any direction. Secondary facilities connecting with a U.S. or state primary highway.

SECTION 612 Street and Avenues: Streets run north and south and Avenues run east and west. This may be reversed in municipal areas previously addressed by other authorities using a different method.

SECTION 613 Trails: A diagonal local street serving as a collector for one or more local thoroughfares.

SECTION 614 Ways: Dead-end right-of-ways under 500 feet running at oblique angles to the four points of the compass. If there are three or more homes, the road is designated on the road system, even if it is private.

ARTICLE 7-ASSIGNING NUMBERS TO INDIVIDUAL PROPERTIES

SECTION 701 Property numbers for dwelling units and places of business on all public and private streets shall be assigned by the Gila County Rural Addressing Department in accordance with provisions outlined herein.

SECTION 702 Property numbering shall be uniform, based on street frontage.

SECTION 703 Property numbering shall be in a consecutive sequence.

SECTION 704 Even numbers shall always be assigned on one side of the street and odd numbers shall be assigned on the other. Even numbers shall be on the north and west sides of the streets and odd numbers shall be on the south and east sides of the streets. The exception is municipal areas previously addressed by other authorities using a different method. Once assigned, numbers shall not be arbitrarily changed, except by the Gila County Rural Addressing Department. If an area is annexed by a municipality, the existing addresses will be changed at the discretion of the municipality.

SECTION 705 Numbering shall be in accordance with the Gila County block numbering system. One thousand addresses shall be provided per mile for expansion.

SECTION 706 Apartments/Condominiums/ Group Housing:

A. Numbers shall be assigned where the driveway joins the street. This becomes the street address of all units which face upon that interior court. Separate internal units of condominiums and apartments shall be designated with sub-numbers or letters, not individual property numbers.

B. Mobile home parks shall be treated like other multifamily developments. The property shall be assigned one number, and each mobile home shall receive numerical designations such as Sp.1, Sp. 2, Sp.3, etc. However, if the development is a mobile home subdivision built in conformance with subdivision regulations, the properties shall be treated as individual residences.

SECTION 707 Business Districts: In a business district, the main entrance to each separate establishment shall have its own number in sequence with other businesses along the street.

SECTION 708 Street Starting from Different Points on the Same Cross Street: When a street does not begin at the same location as a parallel street, the numbers shall begin with the same number measured from the base line as on the parallel street. Likewise, buildings facing streets that do not extend to the base line at present shall be assigned numbers as if they were extended.

SECTION 709 Diagonal Streets: The general principle to apply when numbering diagonal streets is to treat the street as either a north-south or an

east-west street based on the greatest distance covered in any specific direction.

SECTION 710 Corner Lots: When assigning a number to a building on a corner lot, assign a number from the street upon which the front entrance faces for a business; or assign a number from the street from which the driveway enters for a residence. Dual addresses shall be avoided. If a corner building has two entrances which both look like front entrances, the decision is based on the general site layout and driveway entrance.

SECTION 711 Duplex Buildings and Rear Houses on Interior Lots:

A. Separate numbers shall be assigned to each separate dwelling on a parcel, excluding duplexes which will have one address and be separated by units.

B. If there is access from a parallel street, numbers are assigned from the series on that street. In the case of commercial or industrial facilities, auxiliary buildings would not be assigned separate numbers, however, the main building where mail is received and business is transacted would receive a property number.

SECTION 712 Numbering on Circle Streets and Horseshoes: Circle Streets or horseshoe-shaped streets begin and end touching the same street. It is advisable in such cases to ignore compass directions and to give numbers on such streets to correspond with the numbering on the streets where the circle originated. The even numbers shall be on the inside of the circle and the odd number shall be on the outside of the circle.

ARTICLE 8-STREET NAMES:

SECTION 801 Choice of Names: Names should be chosen that relate to the scale and location of a project.

A. Objectives- Names should be pleasant sounding, appropriate, and easy to read (so that the public, and children in particular, can handle the name in an emergency situation).

B. Unacceptable Street Names- Names that do not conform to current State of Arizona 9-1-1 GIS Standards.

C. Name Length- The complete road name shall consist of no more than 16 spaces, including road name, spaces between and the County Signing approved abbreviation for road suffix.

D. Complete Name- A complete name shall consist of no more than four words, including prefix and suffix. Examples:

1. North Toya Vista Road
   Prefix (1 word), Primary (2 words), Suffix (1 word)
2. South Calle de Caballos
   Prefix (1 word), Primary (3 words), Primary includes the suffix-equivalent

SECTION 802 Prefixes: All street names shall begin with one directional prefix, north, south, east, or west, which shall be assigned with permanent addresses. Additional unnecessary prefixes and suffixes shall be avoided. Combinations of directions are not acceptable. Example: Northwest Sierra Circle.

SECTION 803 Suffixes: Boulevard, Drive, Road and Parkway for arterial highways used with the discretion of the Rural Addressing Department. Also acceptable are lane, Avenue, Street, Loop, Circle, Court, Path, Trail, and other designation consistent with the intent of this section reviewed and approved by Rural Addressing Staff.

SECTION 804 Name Duplication: Similar sounding names are considered to be duplication regardless of spelling. Duplication of names within each zip code service area is not permitted.

SECTION 805 Continuity:

A. A continuous street, or one proposed to be continuous, should bear the same name throughout, even though it changes directions. If it is interrupted by a channel, freeway, railroad, etc., and eventual connection is not probable, the segments may bear different names.

B. No separate name is to be used for a cul-de-sac that provides street frontage for less than three lots or units. The name shall be the same as that of the intersecting street. Where there is a series of long and short cul-de-sacs, all should have separate names.

SECTION 806 Existing Streets Naming and Renaming:

A. Rural Addressing personnel shall determine the necessity to name or rename a new or existing street, right-of-way, or private access determined according to criteria set forth in Article 8 of this Ordinance. Proposed naming may also be initiated by citizen petition in accordance with section 806. Citizen petitions must have signatures of at least 75% of the property owners who own property adjacent to the street subject to the proposed naming.

B. For proposed changes to an existing street, right-of-way, or access, Gila County Rural Addressing personnel shall proceed with one of the two methods set forth in Section 806-D for public notification. The method shall be determined by a standard of numbers to notify economics and time constraints.

C. Gila County Rural Addressing personnel shall notify the public of a proposed road naming or name change by the following method:

1. Gila County Rural Addressing personnel shall originate a public notice for publication in two consecutive issues of the County's contracted publications contractor or by mailing property owners said public notice. Included in this publication will be: the previous road name, the proposed name change, a sketch of the road in question, a description of the policy to oppose this change, the date for filing objections as well as the date scheduled for the renaming to be presented to the Gila County Board of Supervisors for action. The public will be given from the first date of the first printed publication to one week after the last date of publication to file objection petitions and to meet with Gila County Rural Addressing personnel to come to a consensus.

D. To file objections to name changes initiated by the Rural Addressing staff, petition, or Board of Supervisors, residents and/or property owners must submit an alternate petition or objection in writing to the Rural Addressing Department in accordance with the time period stated in C. above. Petitions must have signatures of at least 75% of residents and/or property owners who reside and/or own property adjacent to the street subject to the proposed naming or renaming. Petitioners must have agreed to a name to be used as an

alternative to that proposed by the Rural Addressing Office or the Board of Supervisors. To submit an objection in writing to a proposed name change, the resident and/or property owner should include the name of the road to be changed and their reason for objecting it.

E. If proposed name~~s~~ changes are not objected to or if alternative names presented by residents and/or landowners are approved, changes may be adopted by the Gila County Board of Supervisors at their next regularly scheduled meeting.

F. After the approval of a name change, any subsequent proposed name changes shall not be considered for a period of 10 years.

G. All renaming of streets not required by this Ordinance will be completed at the expense of the person or group submitting the request of name change. The fees will be set in accordance to the Gila County Rural Addressing Fee Schedule approved by the Gila County Board of Supervisors and the fee must be received in the Gila County Rural Addressing Department prior to proceeding with the request. A petition will need to be completed, following the steps as stated in section 806.A above. The petition will be presented to the Board of Supervisors for approval.

SECTION 807 Guidelines for Renaming Existing Streets: The following guidelines shall be followed for renaming existing streets which have names that are duplicated within Gila County. These are not listed in order of preference or importance.

A. Does one street have any historical reason for having the name it has?
B. Which street has the least number of houses on it and thus would require the least number of address changes?
C. Which street has had its name for the longest period of time?
D. Is the name appropriate according to the other street names in the neighborhood?
E. Which street name is used for the longest distance or the most traveled section?

SECTION 808 Street Names and Numbering in New Subdivisions:

Street names and numbering shall be determined in accordance with the street naming and numbering policy adopted by resolution of the Board of Supervisors. Along with the preliminary plat map, the sub divider shall submit a street naming proposal to the Rural

Addressing Department said proposal shall include copies of (1) a map of the overall tract illustrating street layout, the name proposed for each street, and (2) an alphabetical list of the proposed street names, together with an alternate name for each name proposed. The Rural Addressing Department shall review the proposed street names for duplication of names, appropriateness of names, and for overall compliance with the street naming policy. Approved street names shall be included in the final plat map which is submitted to the Board of Supervisors for approval and for recordation.

ARTCLE 9- STREET SIGNS:

SECTION 901 Characteristics: Signs posted on County roads, Private Roads and Public Right-of-Ways will be approved by the Director of Engineering Services.

SECTION 902 Installation: Street name signs, approved by the Rural Addressing Department shall be installed at the direction of the Engineering Director.

ARTICLE 10-POSTING OF PROPERTY NUMBERS

SECTION 1001 Methods and Characteristics for Posting Designated Street Addresses:

A. Property numbers shall be attached to dwelling units or buildings, located so as to be visible from and oriented toward the street from which address is taken. These numbers shall be 3.5 by 3.5 inch reflective numbers and shall be visible at all times.

B. When a house or building is some distance from a road, or when view of the house or building is blocked by trees or shrubs, property number shall be on a sign attached to a tree, fence, gate, or lawn stake.

C. On a corner lot, the property number shall face street named in the address.

D. Numerals indicating the official address for each principal building or each front entrance to such building shall be posted in a manner as to be legible and distinguishable from the street on which the property is located.

E. If there is a rear entrance or a hidden structure, a post shall display the number on the path leading to the entrance.

SECTION 1002 Responsibilities to post Property Numbers:

A. Each owner or occupant in charge of any residence or building to which a number has been assigned may be notified in writing by the Rural Addressing Department of the number assigned to the same at any time following the adoption or revision of the ordinance.

B. Within fifteen (15) days after the receipt of such written notification from the Rural Addressing Department the owner or occupant of a residence or building to which a number has been assigned shall affix the number in a conspicuous manner in a conspicuous place.

C. It shall be the duty of such owner or occupant thereof upon affixing the new number to remove any different number which might be mistaken for or confused with the number assigned to said structure by the Rural Addressing Department.

D. If a property number is damaged, lost, or in any way destroyed, said number shall be replaced immediately by the owner, occupant, or person in charge of the residence or building at their expense. Said replacement shall be purchased from the Rural Addressing Department or shall be of comparable material and size as mentioned in Article 10, Section 1001, A.

ARTICLE 11- PENALTIES:

SECTION 1101 Enforcement by Civil Penalty: In the event that the owner or occupant of any residence, building or structure to which a correct address has been assigned refuses to comply with the terms of this ordinance within thirty (30) days of notification by failing to affix the number assigned or to remove any old numbers affixed to such house, or house entrance, or elsewhere, which may be confused with the number assigned thereto, they shall be subject to civil penalty.

SECTION 1102 Violations:

A. For initial violations of this Ordinance, the penalty shall be Fifty ($50.00) dollars for an individual person or One Hundred ($100.00) dollars for an enterprise.

B. For a subsequent violation arising out of the same facts, the penalty shall be One Hundred ($100.00) dollars for an individual person or Two Hundred ($200.00) dollars for an enterprise.

SECTION 1103 Jurisdiction of Hearing Officer: All violations of Ordinance shall result in a civil penalty being assessed and shall fall under the jurisdiction of a County Hearing Officer appointed for this purpose. The Hearing Officer shall not have the jurisdiction to impose criminal penalties.

SECTION 1104 Rules of Procedure: All rules of procedure for hearings in front of the County Hearing Officer shall apply to civil violations arising under this Ordinance.

ARTICLE 12-FEES:

Section 1201 A schedule of fees shall be set by the Board of Supervisors to collect monies to cover expenses incurred during road name changes and property addressing. The schedule of fees shall be posted in a prominent place in the Rural Addressing Department and copies shall be available to the public upon request.

SECTION 1202 The Board of Supervisors may change the schedule of fees as needed to keep current with rising costs without affecting any change in this Ordinance itself.

ARTICLE 13-AMENDMENTS

SECTION 1301 The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, modified, suspended, waived or repealed at the discretion of the Gila County Board of Supervisors following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

SECTION 1302 The provisions of this Ordinance may, from time to time, be amended, supplemented, changed, or modified, at the initiation the Rural Addressing Department following a public hearing at which parties in interest and other citizens have an opportunity to be heard.

PASSED AND ADOPTED this 28th day of June 2011.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

_____
Marian Sheppard
Chief Deputy Clerk

_____
Michael A. Pastor, Chairman

APPROVED AS TO FORM:

_____
Bryan Chambers
Chief Deputy County Attorney

SCHEDULE OF FEES

ADDRESSES:	New-	No Charge
	Replacement-Number Plaque	$10.00
ROAD NAMING/RENAMING	Duplicate-	No Charge
	Unnamed-	No Charge
	Voluntary Renaming-	$700.00

ARF-1247 **Regular Agenda Item 4- A**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	Jacque Griffin, Asst. County Manager/Librarian	Submitted By:	Jacque Griffin, Asst. County Manager/Librarian, Asst County Manager/Library District
Department:	Asst County Manager/Library District	Division:	Library District
Fiscal Year:	2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2012 -June 30, 2013	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Presenter's Name: Jacque Griffin

Information

Request/Subject

Grantee Agreement No. GRA-RC029-13-0533-01 between San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District for San Carlos Region Early Literacy

Background Information

The Gila County Library District has been offered a Grantee Agreement from the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) to provide early literacy outreach for the families and children age birth to five of the San Carlos Apache Nation. This reimbursement grant is for the period August 1, 2012, through June 30, 2013, in the amount of $36,663. The Grantee Agreement must be submitted to the First Things First Regional Council by July 5, 2012, in order to be elligible for funding.

Evaluation

The current Early Literacy Grant from "First Things First" has been highly successful in providing curriculum materials and educational training to the libraries in the service area for their use in programming and training for parents. Additionally, library staff has heard only positive comments regarding the training provided to parents on the importance of early literacy skills and the importance of reading to their children. Our only issue has been our inability to include the parents and children who live within Gila County, but outside the Gila Region that our current grant covers. This grant allows us to offer this same program to the rest of the residents of Gila County who live in the area covered by the San Carlos Regional Council. The Library District staff will continue to assist the San Carlos Library with programming geared at these ages, to encourage families to expand the reading opportunity by visiting the library and borrowing other books to read.

The part-time Community Liaison that is provided for in this grant will be a part-time employee of the Library District, working about 16 hours per week for the entire grant period. This person will be either a tribal member, or a community member that is well known in the San Carlos community.

Conclusion

This grant allows the Library District the opportunity and ability to provide early literacy training and materials to children ages birth to five in Gila County. This grant has a goal of enrolling 861 children in this program. We anticipate applying for a renewal next year to keep this worthwhile and important project.

Recommendation

The Gila County Library District recommends that the Board of Directors approve this Grantee Agreement between the Gila County Library District and the San Carlos Apache Regional Partnership Council, and Arizona Early Childhood Development and Health Board (First Things First) in the amount of $36,663 for the period August 1, 2012, through June 30, 2013.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Library District Board of Directors) Information/Discussion/Action to approve Grantee Agreement No. GRA-RC029-13-0533-01 that is between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Library District, which is a "Community-Based Literacy Grant" in the amount of $36,663 for the period August 1, 2012, through June 30, 2013. **(Jacque Griffin)**

Attachments

Grantee Agreement San Carlos Regional Council First Things FIrst

Legal Explanation

GRANTEE AGREEMENT

GRA-RC029-13-0533-01

Between The
San Carlos Apache Regional Partnership Council,
Arizona Early Childhood Development and Health Board
(First Things First)
And
Gila County Library District

WHEREAS, A.R.S. Title 8, Chapter 13, Article 3 charges the Arizona Early Childhood Development and Health Board (also known as First Things First), the San Carlos Apache Regional Partnership Council (hereinafter referred to as GRANTOR) with the responsibility of administering funds.

THEREFORE, it is agreed that the GRANTOR shall provide funding to Gila County Library District (hereinafter referred to as the GRANTEE) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering Arizona Early Childhood Development and Health Board grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on August 1, 2012 and shall terminate on June 30, 2013. This agreement is renewable for two (2) additional twelve (12) month extensions, based on satisfactory performance and continued available funding.

III. DESCRIPTION OF SERVICES

The GRANTEE shall provide the following services for the GRANTOR as approved and summarized below:

A. All parents and families of young children can benefit from an increased awareness of early childhood development including early language and emergent literacy and of how to best support development. (Refer to Section III Scope of Work, Exhibit A, Statement of need for a full description.)

B. The First Things First Parent Outreach and Awareness strategy provides families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. The San Carlos Apache Regional Partnership Council's intent is to implement the Imagination Library Book Club program

through the Gila County Library District and services provided at the San Carlos Public Library on the reservation which is an affiliate of the County Library District. (Refer to Section III Scope of Work, Exhibit A, Description of the strategy including Standards of Practice for a full description.)

C. This strategy will be implemented to deliver books to 800 children in the region through the Gila County Library District and services provided at the San Carlos Public Library on the reservation which is an affiliate of the County Library District. (Refer to Section III Scope of Work, Exhibit A, Target Population to serve.)
D. Adhere to the First Things First Data Collection Target Service Unit Guidance Document (Exhibit C).
E. Adhere to the First Things First Data Security Guidelines (Exhibit D).
F. Comply with the Scope of Work Narrative Responses, Implementation Plan and Submit the Grant Management Forms provided by First Things First (Attachments A – H).
NOTE: Narrative Responses, Implementation Plan, Line Item Budget, and Line Item Budget Narrative are required to be submitted prior to this agreement becomes final and is signed by First Things First. Submission is required by July 5, 2012.
Agencies and Departments implementing FTF programming are required to coordinate and collaborate with all First Things First grant recipients. Collaboration is critical to developing a seamless service delivery system for children and families.

IV. MANNER OF FINANCING

The GRANTOR shall:

a) Provide up to **$36,663.00** to GRANTEE for services provided under Paragraph III.

b) Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the GRANTEE via the First Things First on-line grants management system. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.

c) Prior to processing payment, a review of submitted quarterly program narratives and data submission reports will be conducted as well as a review of any other required submission of programmatic information by the grantor to ensure programmatic requirements have been fulfilled. Timely submission of these reports is also required for payment.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work 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 GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for

which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

VI. FINANCIAL AUDIT

GRANTEE agrees to terms specified in A.R.S. §§ 35-214 and 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if GRANTEE expends more than $500,000 from federal awards/dollars, *a copy of the GRANTEE's audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement. Otherwise the annual audit review/statement must be provided to the GRANTOR within thirty (30) days.*

VII. DEBARMENT CERTIFICATION

The GRANTEE agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

VIII. FUNDS MANAGEMENT

The GRANTEE must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. GRANTEE must manage funds according to applicable regulations for administrative requirements, costs principles and audits.

The GRANTEE must maintain adequate business systems to comply with State of Arizona 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. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy (http://gao.az.gov/travel/default.asp).

IX. REPORTING REQUIREMENTS

Regular reports by the GRANTEE shall include:

Programmatic, Data Submission, and Financial Reports

1. The GRANTEE shall provide quarterly program narrative & evaluation data reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. Reporting is submitted via the First Things First on-line grants management system known as Partners and Grant Management System (PGMS) and shall contain such information as deemed necessary by the GRANTOR.

   a. Quarterly Programmatic Narrative & Data Submission Reports are due:

      i. Period: July 1, 2012 – September 30, 2013
         Due: October 20, 2012
      ii. Period: October 1, 2012 – December 31, 2012
         Due: January 20, 2013
      iii. January 1, 2013 – March 31, 2013
         Due: April 20, 2013
      iv. April 1, 2013 – June 30, 2013
         Due: July 20, 2013
      v. The final programmatic report as submitted shall be marked FINAL

   b. Financial Reimbursement Reports

      i. The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted using the First Things First online grants management system known as Partners and Grant Management System (PGMS). This submission includes a basic line item ledger to detail the type of expense relating to the approved line item budget and validates approved staffing assigned to the project, travel is within the approved state rate limitation, and other line item budget expenditure details.

      ii. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person designated in Paragraph XLII, NOTICES, of this Agreement.

X. ASSIGNMENT AND DELEGATION

GRANTEE may not assign any rights hereunder without the express, prior written consent of both parties.

XI. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished

by a formal written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR.

Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XII. SUBCONTRACTORS

The GRANTEE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

The GRANTEE agrees and understand that no subcontract that the GRANTEE enters into with respect to performance under this Agreement shall in any way relieve the GRANTEE of any responsibilities for performance if its duties. The GRANTEE shall give the GRANTOR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the GRANTEE by any subcontractor or vendor which in the opinion of the GRANTEE may result in litigation related in any way to the Agreement with the GRANTOR.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. PROHIBITION ON GOVERNMENT CONTRACTS

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE to provide written assurance within the number of days specified in the demand may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

GRANTEE assigns to the State of Arizona, GRANTOR any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to GRANTEE toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR 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 GRANTEE in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

XXI. ARBITRATION

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona. First Things First follows all State of Arizona and Federal laws, State of Arizona Uniform Terms and Conditions and in particular abides by the Arizona Uniform Terms and Conditions and Uniform Instructions and are incorporated into this Agreement through reference. These laws include Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to immigration status of its employees. First Things First may request verification for any Grantee, Contractor, or Subcontractor performing work under the agreement. Anyone entering into an Agreement with First Things First is required to follow any

and all State laws around immigration and English only. Should First Things First suspect that a grantee is not in compliance with state or federal laws and First Things First may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination, and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Section X Reporting Requirements of this Agreement; provided, however, that the GRANTOR shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are herby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The GRANTEE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State, Local or Federal government.

XXV. LICENSING

The GRANTEE, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The GRANTEE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The GRANTEE shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the GRANTOR.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The GRANTOR reserves the right to review and approve any publications and/or media funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the GRANTOR, and GRANTOR shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The GRANTEE agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the GRANTEE describing programs or projects funded under this agreement in whole or in part with First Things First funds and shall follow the protocol and style guide provided by First Things First and normally located in the Partners and Grant Management System (PGMS).

XXXI. INDEMNIFICATION

Indemnification Language for Public Agencies ONLY. 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."

This indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

XXXII. CONFIDENTIALITY OF RECORDS

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or

disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

XXXIII. CONFIDENTIALITY OF GRANTEE 'S INFORMATION

GRANTEE acknowledges that confidentiality provided in A.R.S. § §41-1505.06 (D) and 41-1505.07(J) may be waived with the GRANTEE's consent, and GRANTEE consents to a total and complete waiver of confidentiality. In waiving confidentiality, GRANTEE understand and consents to disclosure of any information submitted to the GRANTOR that concerns the identify, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the GRANTEE or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

XXXIV. TERMINATION

a) The GRANTOR reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTEE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The GRANTOR staff shall provide written notice of the termination to the GRANTEE.

b) The GRANTOR may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The GRANTEE shall be liable to the GRANTOR for any excess costs incurred by the GRANTOR in procuring materials or services in substitution for those due from the GRANTEE.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The GRANTEE shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the GRANTEE represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: 1) The GRANTEE shall, and by signing this agreement does, represents that it is in compliance with all federal immigration laws and regulations; 2) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

XL. Legal Arizona Worker

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

XLI. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

The GRANTEE shall submit notices relative to this Agreement to:

First Things First
Attention: Finance
4000 North Central, Suite 800
Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to:

Gila County Library District
1400 E. Ash Street
Globe, Arizona 85501

XLII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF
Gila County Library District

Tommie C. Martin
Chairman, Gila County Board of Supervisors

Date

FOR AND BEHALF OF THE
Arizona Early Childhood Development And Health Board

Rhian Evans Allvin
Chief Executive Officer

Date

Approved as to form:

Bryan Chambers
Deputy County Attorney

Grant Agreement Attachments & Exhibits

Attachment A	Standard Agency Information Collection Form
Attachment B	Personnel Overview
Attachment C	Narrative Questions and Responses
Attachment D	Implementation Plan
Attachment E	Line Item Budget Form
Attachment F	Budget Narrative Explanation
Attachment G	Disclosure of Other Funding Sources
Attachment H	Financial Systems Survey
Attachment I	Data Collection Form

Exhibit A	Scope of Work Reference/Information
Exhibit B	Parent Outreach and Awareness Standards of Practice
Exhibit C	First Things First Target Service Unit Information
Exhibit D	Data Security Guidelines

Attachment A

FIRST THINGS FIRST STANDARD AGENCY INFORMATION COLLECTION FORM

A. Agency Information:

Program Name (if applicable)_____

Agency *Gila County Library District*

Contact Person *Jacque Griffin*

Address *1400 E Ash St*

Position *County Librarian*

Address_____

Email *jgriffin@co.gila.az.us*

City, State, Zip *Globe, AZ 85501*

Phone *(928)402-8770x*____ Fax *928-425-3462*

County *Gila*

Employer Identification Number: 86-6000444

Agency Classification: ____State Agency _X_County Government ____Local Government ____Schools

____Tribal ____Faith Based ____Other

Have you previously conducted business with First Things First using this EIN? _X_Y ____N

If **NO**, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application: http://www.gao.az.gov/Vendor/account_setup_home.asp.

In which Congressional (Federal) District is your agency? Enter District # *1,4*

http://www.azredistricting.org (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # *6,7,8*

http://www.azredistricting.org (click on Final Maps)

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

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

Accounting Method: *X* Cash ____Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? *X* Y ____N

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

Agency Criston Larson Allen LLP

Address 1201 South Alma School Rd. Mesa, AZ 85210

Phone Number 480-615-2300

B. Proposed Program Information / Description:

Amount requested: **$36,663**

Service area of proposed program: *The San Carlos Apache Indian Reservation*

Target population of proposed program: 861 children ages birth to five in the region to be registered and receive books through the Imagination Library Book Club program

Number of **books distributed**: 10,332

Number of **local resource guides distributed** to be served: 0

Number of **workshops held** to be served: 36

Number of **events held** to be served: 0

Please provide a **BRIEF** description of the **proposed program** in one or two paragraphs and this will be the source for a public description describing the nature of the program being implemented that will be used by First Things First.

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

As an incentive and reward, each month, each child whose parents enrolled in the early literacy program will receive a book in the mail addressed to the child provided by the Dolly Parton Foundation Imagination Library Book Program.

C. Contact Information

First Things First Partner and Grants Management System (PGMS) require four designated contacts for contact with First Things First related to this grant (the same person may be assigned to more than one of the roles, if appropriate).

Main Contact Information – This should be information for the person designated as the Main contact for this grant award and this person can view all information related to this grant (financial, programmatic and data collection/evaluation in nature). This person will also be the primary contact for First Things First and should be the person responsible for ensuring the program plan is implemented. Primary correspondence from First Things First will be sent to this person.

Main Contact Person *Jacque Griffin*

Position *County Librarian*

Address *1400 E Ash St*

City, State, Zip *Globe, AZ 85501*

Email *jgriffin@co.gila.az.us*

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

Program Contact Information – This should be information for the person designated as the Program contact for this grant award and this person can view information related to this grant for program or data collection purposes only.

Program Contact Person *Mary Stemm*

Position *Library Assistant Senior*

Address *1400 E Ash St*

City, State, Zip *Globe, AZ 85501*

Email *mstemm@glcd.az.org*

Phone *(928)402-8768* x_____ Fax 928-425-3462

Financial Contact Information – This should be information for the person designated as the financial contact for this grant award and this person can view information related to this grant for financial purposes only.

Financial Contact Person *Mary Stemm*

Position *Library Assistant Senior*

Address *1400 E Ash St*

City, State, Zip *Globe, AZ 85501*

Email *mstemm@glcd.az.org*

Phone *(928)402-8768* x_____ Fax 928-425-3462

Evaluation Contact Information – This should be information for the person designated as the Evaluation contact for this grant award and this person can view information related to this grant for data collection purposes only.

Evaluation Contact Person *Mary Stemm*

Position *Library Assistant Senior*

Address *1400 E Ash St*

City, State, Zip *Globe, AZ 85501*

Email *mstemm@glcd.az.org*

Phone *(928)402-8768* x_____ Fax 928-425-3462

In addition, your application may have included information about a collaborating partner/agency. Please replicate this information as many times as necessary to document the participation and agreement to be involved with the application as a collaborating agency/partner.

Collaborator

Agency *San Carlos Public Library*

Address *PO BOX 545*

Address _____

City, State, Zip *San Carlos, AZ 85550*

County *Gila*

Contact Person *Emma Victor*

Position *Library Manager*

Email *emma_victor08@yahoo.com*

Phone *928-475-2611* Fax 928-475-2611

Collaborator

Agency *Gila County WIC*

Address 5515 S Apache Ave

Address _____

City, State, Zip *Globe, AZ 85501*

County *Gila*

Contact Person *Ursula Donovan*

Position *WIC Manager*

Email *udonovan@co.gila.az.us*

Phone *928-402-8815* x_____ Fax_____

Collaborator

Agency_____

Address_____

Address _____

City, State, Zip_____

County_____

Contact Person_____

Position_____

Email_____

Phone_____ x_____ Fax_____

Attachment B

PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: *TBA* Title: *Community Liaison* FTE on this project: *.4*	*Community Liaison for San Carlos, Peridot, and Bylas*
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	

***In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for individuals involved in the project.**

Attachment C

Narrative Questions and Responses

Narrative Responses Required

To complete your Application, provide a narrative response that addresses each of the items below.

a) Provide a description of the program being proposed.

The Gila County Library District will coordinate a collaborative early literacy effort among the District, San Carlos Public Library, and Gila County Health Department (WIC) to promote early literacy development in young children, birth to age five, by conducting presentations to parents/caregivers at various locations throughout the San Carlos Apache Reservation. The District will enroll the children of the parents/caregivers who attend the information sessions on the importance of early literacy with "Every Child Ready to Read" and "The Imagination Library." The Imagination Library Program will mail age appropriate, professionally selected books monthly to each child enrolled.

This project will build on the work that the San Carlos Public library already does regarding early childhood literacy efforts. Since 2005, those efforts have included information regarding the importance of early literacy development for young children, providing training to parents and caregivers at public gathering places and community events outside the public library setting, and including the foundational building blocks to early literacy development in story times and other preschool activities in the library setting.

Library staff at the San Carlos Public Library and the District office will register eligible children based upon residence (determined by zip code) and birthdates, enter the data in the Imagination Library database, pay the monthly invoice (average of $ 25 per child per year), and pick up undeliverable books at the Post Offices throughout the service area. The Project Director, a Community Liaison and the San Carlos Public Library Manager will evaluate the program on a regular basis, create the evaluation forms and collect the required FTF evaluation data. Staff at library in the service area will be involved in enrolling children and assisting with the collection of evaluation data. The Project Director, a Community Liaison and the San Carlos Public Library Manager will promote the project in the libraries and in other venues and at events that happen in each of the communities. The Community Liaison will offer parent and caregiver early literacy trainings with the local partners, i.e. San Carlos Apache Tribe Women, Infant and Children program, San Carlos Head Start, etc...*while the Gila County Library District staff will provide additional parent and*

caregiver trainings in partnership with the San Carlos WIC offices and throughout the service area.

The Gila County Library District staff, the local liaison, and the staff at the San Carlos Public Library will be actively involved in enrolling children at the libraries, at other venues and at community events throughout the San Carlos Apache Reservation in order to access hard-to-reach families. Library District staff has already set up a collaborative effort with the Gila County Health Department WIC program which provides contact and training for 400 families countywide which includes the families of the San Carlos Apache Nation. Where many WIC programs around Arizona are experiencing a decline in the number of families served, Gila County WIC program has been experiencing an increase in service population. Other access points for reaching families will be at community events in each local community, social service agencies, and typical gathering places for parents such as grocery stores, churches, and doctor's offices.

Outcomes will be measured according to the performance measures required by First Things First as outlined on page 4 of the Grantee Agreement. Information will be gathered through a May survey mailed to the families participating in the program. The Community Liaison will conduct a survey of the Kindergarten Teachers at all schools located on the San Carlos Apache Reservation and the Fort Thomas Unified School District.

b) Identify and describe the target population to be served by the proposed strategy, including:

The Gila County Library District will target 861 children ages birth to five in the region to be registered and receive books through the Imagination Library Book Club program. This is number of children of the birth to five population in the region accounted for in the 2010 U.S. Census.

The Gila County Library District will also specifically target children who are participating in existing First Things First programs in the region to be enrolled in or take part in Imagination Library Book Program.

By hiring a local Community Liaison who knows the needs of the targeted population in terms of cultural competency, the District hopes to successfully reach a large percentage of the targeted population in the first year.

c) Identify capacity or infrastructure building which will be needed, including agreements and partnerships with other departments and agencies, additional resources, and training and technical assistance to provide the proposed service.

The Gila County Library District will partner with the San Carlos Public Library, the San Carlos WIC program, Apache Kid Child Care and the Head Start Programs to provide the proposed service.

d) Identify barriers to providing the service or program proposed and plans for addressing these barriers.

Permission to access some of the venues may be needed in order to set up information booths at various locations. Arrangements to do so will be one of the duties of the Community Liaison. The Gila County Library District will reach out to the Regional Director of the San Carlos Apache Regional Partnership Council for guidance and direction in beginning the process to gain permission to implement services in the regional area.

e) Describe plans to recruit and locate personnel within the geographical region of the provided service and that are linguistically and culturally competent for the population to be served.

By hiring a temporary part-time employee who lives on the San Carlos Apache Reservation as a community liaison, the District hopes to avoid any barriers such as linguist and cultural conflicts between the promoter and the parents/caregivers that would come up if the promoter were not from the local communities.

f) Describe steps that will be taken to promote collaboration with other tribal departments and partners working with the tribe.

The District will instruct the Community Liaison to seek out tribal departments and partners by becoming an active member of the San Carlos Apache Regional Partnership Early Childhood Development and Health Collaborative in order to help promote the program so that as many children as possible will get an opportunity to enroll in the Imagination Library.

g) Describe the plan and resources necessary to meet FTF basic reporting requirements, maintain data securely and confidentially, and utilize data to assess progress in achieving outcomes of the proposed strategy.

The Gila County Library District will use Imagination Library Registration forms in order to gather information necessary to enroll each child in the program. The District agrees to participate in the FTF quarterly evaluations and any program specific evaluation or research efforts adhering to tribal data/research protocols and procedures. Data collection and FTF evaluation activities will be directly connected

with the Goals, Performance Measures and Units of Service aligned to the strategy described in this scope of work.

Attachment D

IMPLEMENTATION PLAN: August 1, 2012 – June 30, 2013

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Establish affiliation between the Dollywood Foundation and the Gila County Library District as the affiliate for the San Carlos Reservation Children	Find a "Champion" to complete the Memorandum of Understanding in order to get the Non-Profit mail rates for books for the children in the program.	Jacque Griffin and/or Mary Stemm	August 2012	Memorandum of Understanding to be mailed to Dollywood Foundation
	Order Program Supplies from Imagination Library	Mary Stemm	August 2012	Order forms and Invoices on File at GCLD.
	Obtain official Tribal permission to provide services on Tribal land.	Jacque Griffin	August 2012	Inter-Governmental Agreement and San Carlos Apache Tribe Resolution
Hire Community Liaison	Recruit Liaison	Jacque Griffin/Gila County HR Dept.	August 2012	
	Hire Liaison	Jacque Griffin/Gila County HR Dept.	August 2012	Online applications
	Add new staff to FTF PGMS	Mary Stemm	August 2012	Filed with FTF PGMS
Promotion of Early Literacy Programming in Communities of San Carlos Apache Reservation Registration of Children into Imagination Library	Mandatory meeting between GCLD Library Staff and Liaison to plan the promotion of Early Literacy Programming	Jacque Griffin	August 2012	Sign-up Sheet will be utilized
	Register Children for Imagination Library	Community Liaison	August 2012 through February 2013	Registration forms will be input in IL System
	Locate Venues for Reaching Children Whose parents don't come to library	Community Liaison	August 2012 through February 2013	Liaison will report to Mary Stemm for quarterly narrative.
	Join San Carlos Apache Regional Partnership Council's Early Childhood Development and Health Collaborative and attend all scheduled meetings.	Community Liaison	September 2012 and on-going bi-monthly	Meeting calendar and meeting agendas
Input Imagination Library Registrations into Dollywood Foundation Site	Data Input for new registrations	Mary Stemm/Community Liaison	Monthly	Found on IL System online
	Data updates for change of address	Mary Stemm	Monthly	Handled online through IL System
	NCOA Alerts for "Bad" addresses	Mary Stemm	Monthly	Monthly reports online at first of each month.
Invoicing	Process invoices for book orders from Dollywood Foundation Imagination Library	Mary Stemm	Monthly	Filed with Gila County Finance Department
	Process all other invoices for Early Literacy programming	Mary Stemm	As the need arises	Filed with Gila County Finance Department
	Input Paid Invoices to First Things First	Mary Stemm	Monthly	Filed with FTF PGMS

Data / Narrative Reports	Report Trainings to District Staff	Liaison	Monthly	Email Mary Stemm
	Upload Data Report to FTF	Mary Stemm	Monthly	Filed with FTF PGMS
	Upload Narrative Report to First Things First	Mary Stemm	Quarterly	Filed with FTF PGMS
Evaluation	Poll Kindergartens in all public schools for number of children not prepared for enrollment.	Liaison	August 2012	Keep on file in Gila County Library District Office and report to FTF PGMS
	Evaluate Survey Responses	Liaison	September 2012	Email report to County Librarian and Mary Stemm
	Include Survey results in quarterly report	Mary Stemm	October 2012	Filed with FTF PGMS
Satisfaction Survey to Parents	Mail Survey to parents of children registered as of February 1st during 4th qtr.	Mary Stemm	April 2013	Copy of Survey on File in GCLD Office and report to FTF PGMS
	Receive surveys and report on results	Mary Stemm	June 2013	Include survey results in Final quarterly report to FTF PGMS
Early Literacy Training	Train parents/caregivers by attending parent meetings of various community entities during the year	Jacque Griffin, Mary Stemm, Community Liaison	As often as possible when the occasions arise	Filed with FTF PGMS Data Reports
	Train parents/caregivers by video presentation at San Carlos WIC Clinics and take new registrations for Imagination Library	Jacque Griffin/WIC Clinic Employees	Weekly	Data reports and quarterly narratives to FTF PGMS
	Continue one on one training w/parents	Public Librarians, Community Liaison	Daily as the need arises	Filed with FTF PGMS quarterly reports

Attachment E and F Instructions

How to Complete the Line Item Budget and Budget Narrative

Complete a 11-month budget for the period of August1, 2012 through June 30, 2013 using the template provided in Attachment E. Please make sure you include a budget narrative as Attachment F.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
    - For example – a cost may not be assigned to another grant award as an indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as a direct cost.
    - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit http://www.gao.az.gov/travel/.
- Requests for line item modifications, which do not change the total program funding, shall be requested in writing and shall only be made following receipt of written authorization from First Things First.

Please note the line items included in the budget template represent the types of costs possible for a line item budget these line items may or may not be applicable or appropriate for your Application. Your budget line items requested must fit within one of the categories listed. However, it is expected that you would not need to utilize all of the sample line items.

Attachment E

Line Item Budget

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

Budget period: August 1, 2012 – June 30, 2013

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		**Personnel Services Sub Total**	**$10,683.048**
Salaries	Part time Community Liaison 12.05 hrs/week for 48 weeks	$10683.048	
EMPLOYEE RELATED EXPENSES		**Employee Related Expenses Sub Total**	**$884.952**
Fringe Benefits or Other ERE	7.65% of $20.00 for FICA and Social Security 587.4 hrs	$884.952	
PROFESSIONAL AND OUTSIDE SERVICES		**Professional & Outside Services Sub Total**	**$22,099.00**
Contracted Services	Dollywood Foundation Rate of $28.00/year per child with a goal of 861 = $24,108.00. Prorated for 11 months totals: $2,009.00 x 11 months = $22,099.00	$22,099.00	
TRAVEL		**Travel Sub Total**	**$778.75**
In-State Travel	1750 miles	$778.75	
AID TO ORGANIZATIONS OR INDIVIDUALS		**Aid to Organizations or Individuals Sub Total**	**$**
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		**Other Operating Expenses Sub Total**	**$2,017.25**
• Postage	600 postcards @ .32 each 600 letters @ .45 each	$192.00 $270.00	
• Shipping	Shipping	$100.00	
• Printing/Copying	600 Surveys, letters, envelopes	$236.00	
• Program Materials	50 posters @ $6.00 each 2 Retractable Banners @ $100 each 2500 Registration Brochures @ .204 5 Brochure Holders @ $8.45 1 Promotional News Packet 1 Train Display	$300.00 $200.00 $510.00 $ 42.25 $ 2.00 $165.00	
NON-CAPITAL EQUIPMENT		**Non-Capital Sub Total**	**$200.00**
Equipment $4,999 or less in value	Pop-up Shade Table Chair	$140.00 $50.00 $10.00	
Subtotal Direct Program Costs:			**$0**
ADMINISTRATIVE/INDIRECT COSTS		**Total Admin/Indirect**	**$0**
Indirect/Admin Costs		$0	**$0**
Total		**$**	**$36,663.00**

Authorized signature_____ Date_____

Attachment F

Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include one narrative that matches the 11 month line item budget categories and subcategories.***

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

Community Liaison for the San Carlos Reservation Communities will be hired on a part-time basis by Gila County at a gross rate of $20.00 per hour for the county with $18.47 per hour for the employee after 7.65% for FICA and Social Security. (Tax to be determined by the employee). The Community Liaison will be working 12.05 hours per week x $18.47 = $222.5635/week x 48 weeks (11 months) = $10,683.048

Total ***$10,683.048***

Employee Related Expenses: Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.

Gila County deducts 7.65% for FICA and Social Security. This will be $884.952 for 587.4 hrs

Total ***$884.952***

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

Gila County Library District will contract with the Dollywood Foundation Imagination Library to supply a book a month by mail to any child registered in the program. Rate of $28.00/year per child with a goal of 861 = $24,108.00. Prorated for 11 months totals: $2,009.00 x 11 months = $22,099.00

Total ***$22,099.00***

Travel: Separate travel that is in-state and out-of-state. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and

its relationship to the project). Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (http://www.gao.az.gov/travel/ for both in-state and out-of-state travel.

Travel monies will be set aside for the liaison to travel from their community to Globe in order to meet with the Gila County Library Director to complete plans for the awareness campaign and to insure that there is a unified message presented to the prospective parents/caregivers.
Travel monies will also be reserved for travel for the liaison to do outreach in the communities of Cutter, San Carlos, Peridot, and Bylas at least once a month.

Travel for outreach 1750 miles @ .44 ½ per mile =$778.75

Total ***$778.75***

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

Other Operating Expenses: Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. All items should be categorized in the following categories: Telephones / Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Evaluation (non-contracted and non-personnel expenses), Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development/Staff Training, Conference Workshops/ Training Fees for Staff, Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives

Postage for 600 surveys (letters and return address postcards) for parents estimated at $462.00
600 postcards @ .32 each = $192.00 and 600 letters @ .45 each = $270.00

Shipping total is an estimate due to costs difference per shipment on order and is determined by Imagination Library. Estimated at $100.

Printing for 600 4th quarter surveys to parents (includes letters to parents, postcard surveys, and envelopes) estimated at $236.00

Program Materials for Imagination Library
50 posters @ $6.00 each = $300
2 Retractable Banners @ $100 each =$200
2500 Registration Brochures @ .204 =$510
5 Brochure Holders @ $8.45 =$42.25
1 Promotional News Packet =$2.00
1 Train Display =$165

Total ***$2,917.25***

Non-Capital Equipment: For items with a unit cost less than $5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than $5,000.

Equipment for outreach at various venues, i.e. Community Events, Shopping Centers, Post Offices, etc.:

1 Pop-up Shade	*$140.00*
1 Folding Table	*$ 50.00*
1 Folding Chair	*$ 10.00*
Total	***$200.00***

Administrative/Indirect Costs: Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular program costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230. **N/A**

Applicants must list either Option A or Option B and provide proper justification for expenses included:

- ☐ **Option A - Administrative Costs**: with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.

OR

- ☐ ***Option B - Federally Approved Indirect Costs***: If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the grant request. **Applicants must provide a copy of their federally approved indirect cost rate agreement**.

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized signature _____ Date 6/7/12

Attachment G

DISCLOSURE OF OTHER FUNDING SOURCES*

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

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

Type of Funding (Federal, State, local, other)	Received From	Amount	✔ If used for match on this grant
N/A			
TOTAL: 0.00			

***This table should include only those funds that will support the program detailed in this Application.**

Authorized Signature: [signature] Date: 6/7/12

Job Title: COUNTY MANAGER

Attachment H:

FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

Name of Applicant: *Gila County Library District*

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1.	Has your organization received a Federal or State Grant within the last two years?	X YES o NO
2.	Has your organization completed an A-133 Single Audit within the past two years? If yes, please **attach** a complete copy of your A-133 Audit, including, but not limited to, your Management Let Findings and Questioned Costs.	X YES o NO
3.	If your organization has not completed an A-133 Single Audit, have your financial statements be audited, reviewed or compiled by an independent Certified Public Accountant within the past tv years? If yes, please **attach** a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WIT THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with ea copy of the completed Application.	o YES o NO N/A
4.	Please **attach** a schedule showing the TOTAL federal funds (by granting agency) expended by yo agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY I NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	Attached 3 pages
5.	Has your organization been granted tax-exempt status by the Internal Revenue Service?	o YES X NO o N/A
6.	If you answered YES to question #5, under what section of the IRS code? O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other Specify:_____	
7.	Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	X YES o NO

B. FUNDS MANAGEMENT

1.	Which of the following describes your organization's accounting system?	o Manual o Automated X Combination
2.	How frequently do you post to the General Ledger?	X Daily

	o Weekly o Monthly o Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	X YES o NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted co for each budget line item?	X YES o NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time?	X YES o NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	X YES o NO
7. How does your organization plan to charge common/indirect costs to this grant? **NOTE:** Those organizations using allocable direct charges **must attach** a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate **must attach** a copy of the approval documentation issued by the federal government.	o Direct Charges X Utilizing an Indirect Cost Allocation Plan or Rate

C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	X YES o NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	X YES o NO
3. Are all accounting entries and payments supported by source documentation?	X YES o NO
4. Are cash or in-kind matching funds supported by source documentation?	X YES o NO
5. Are employee time sheets supported by appropriately approved/signed documents?	X YES o NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	X YES o NO

D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	X YES o NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	X YES o NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	X YES o NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	X YES o NO
5. Does the organization maintain written procurement policies and procedures?	X YES o NO

E. CONTACT INFORMATION

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared By: Jacque Griffin

Job Title: County Librarian

Date: 5/1/2012

Phone/Fax/Email: 928-402-8770

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.

6/7/12

Authorized Signature

G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment. Number of Attachments (please number each attachment): _____

COMMENTS:

A. 4. 2011 Audit can be found at
http://www.gilacountyaz.gov/DepartmentFiles/Finance/FINALFINANCIALANDSINGLEAUDITAUDITREPORT201

Attachment I

Data Collection Form

Performance Measure	Plan for Data Collection	Plan for Using the Data	Quality Assurance
Number of books distributed	Monthly reports from Imagination Library	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports.
Number of workshops held/proposed	Monthly reports from Community Liaison to District Staff	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports
Number of events held/proposed number	Monthly reports from Community Liaison to District Staff	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports
Number of children receiving books	Monthly reports from Imagination Library	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports
Number of adults attending workshops	Signup sheet at workshops Monthly reports from Community Liaison to District Staff	Reporting to PGMS for use in quarterly reports for FTF	County Librarian will review reports

Exhibit A:

Scope of Work

Overview of First Things First

On November 7, 2006, Arizonans made an historic decision on behalf of our state's youngest citizens. By majority vote, they made a commitment to all Arizona children 5 and younger, that children would have the tools they need to arrive at school healthy and ready to succeed. The voters backed that promise with an 80-cent per pack increase on tobacco products to provide dedicated and sustainable funding for early childhood services for our youngest children. The initiative created the statewide First Things First board and the 31 regional partnership councils that share the responsibility of ensuring that these early childhood funds are spent on strategies that will result in improved education and health outcomes for kids 5 and younger.

First Things First is designed to meet the diverse needs of Arizona communities. The regional councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school, set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders, and philanthropists.

First Things First Strategic Direction

FTF's commitment to young children means more than simply funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the FTF Board and Regional Partnership Councils are to address one or more of the following Goal Areas as defined by the statute:

- Improve the quality of early childhood development and health programs.
- Increase the access to quality early childhood development and health programs.
- Increase access to preventive health care and health screenings for children through age five.
- Offer parent and family support and education concerning early childhood development and literacy.
- Provide professional development and training for early childhood development and health providers.
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health.

The FTF Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show whether young children are ready for success as they prepare to enter kindergarten. The strategies funded by FTF work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The FTF Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

School Readiness Indicators

1. #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
2. #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars

3. #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars
4. #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars
5. % of children with newly identified developmental delays during the kindergarten year
6. # of children entering kindergarten exiting preschool special education to regular education
7. #/% of children ages 2-5 at a healthy weight (Body Mass Index-BMI)
8. #/% of children receiving timely well child visits
9. #/% of children age 5 with untreated tooth decay
10. % of families who report they are competent and confident about their ability to support their child's safety, health and well being

Scope of Work: What Strategy Will This Grant Fund and How Will It Make a Difference for Children?

Statement of need

Recognizing that children are active participants in the world from day one is critical for supporting a child's healthy brain development and learning. Developmental and neuroscience research emphasizes the importance of infants engaging in discovery through everyday explorations shared by a sensitive, attentive caregiver (National Scientific Council on the Developing Child, 2007; Stamm, 2007). According to the *First Things First Family and Community Survey on Early Childhood, A Baseline Report on Families and Coordination* 2008, when asked at what age babies sense and react to their surroundings, about half of Arizona parents acknowledged that this occurs in the first month of life (51%). Although this represents a larger proportion of parents than in the national survey (35%), nearly half of Arizona parents (48%) still believe that children do not respond to their environment until two months of age or later. This suggests that almost half of Arizona parents do not fully understand the importance of the child's very early interactive experiences with his or her environment for healthy development. Overall, research based knowledge about what to expect from their child at each age helps parents interact positively with their child and set appropriate expectations and boundaries throughout their daily routines. Furthermore, Arizona's parents understand that early childhood development is important, with over 75% of parents acknowledging that they can significantly impact children's brain development at or before birth. While Arizona's parents understand the importance of early brain development, not all are sure what they can do to best support their child's optimal development. Results from the Family and Community Survey in 2008 also indicate that parents can benefit from clear, research-based information to help them support their child.

Research shows that the first three years of life are a period of incredible growth in all areas of a baby's development. A newborn's brain is about 25 percent of its approximate adult weight. By age three, it has grown dramatically by producing billions of cells and hundreds of trillions of connections, or synapses, between these cells. While we know that the development of a young child's brain takes years to complete, we also know there are many things parents and caregivers can do to assist children to get off to a good start and establish healthy patterns for life-long learning.

Data on parental reading for children between birth and five years, drawn from the National Survey of Children's Health (2003) indicates that in our state only 43.2 percent of children ages birth to five years are read to daily, placing Arizona near the bottom of the ranking at 44th. Only 40.6 percent of children ages birth through three years are read to daily—placing Arizona at the flat bottom of the ranking at 51st. Parents reading frequently to their children provide language and literacy skills that help children learn to read. Helping children to prepare for the challenge of learning to read before school entry is better than helping them catch up later. Reading aloud is the single most important activity for building the knowledge required for eventual success in reading.

Furthermore, the San Carlos Apache Regional Partnership Council is aware that children from the region are not arriving to school with the literacy skills they need in order to succeed and that a high number of children in the region are living in poverty therefore prompting them to fund this new strategy in SFY2013-2015. The Regional Council also knows that, as reported in the Needs and Assets report, 32.7% of all live births reported for the region in 2009 were born to mothers that had not achieved a high school diploma causing concern among the Regional Council that mothers may not be as excited to read to their child.

FTF Parent Outreach and Awareness strategies provide families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. Having identified these gaps, it is important to deliver parent outreach and awareness strategies with consideration for local needs. The San Carlos Apache Regional Partnership Council would like this strategy to implement Imagination Library for children ages birth to five in the region. By implementing this strategy it is the hope of the Regional Council that families get excited about reading to their children and have a home environment rich with books.

Description of strategy including Standards of Practice

Parent outreach and awareness strategies strive to increase all families' awareness of positive parenting and knowledge of services, supports and information on child development, child health and early learning to support their child's overall development. In other words, the goal of this strategy is to **change parent behavior** through a variety of complementary tactics so that their child is ready for school at kindergarten entry.

Parent outreach and awareness activities include the following:

A. **Resource Distribution:** Distribution of children's books, audio discs, community resource guides, child development and child health fact sheets, parenting tip sheets, brochures, pamphlets, and/or newsletters. Resources can be offered and distributed during established community festivals, fairs, or exhibitions at community settings and through community-based partners. For example, parents and children can be provided with developmentally appropriate books to take home that encourage daily family reading activities.

B. **Parent/ Family Workshop**: One-time informational sessions for parents and families to increase awareness about child development or child health topics. These may include, for example, library story times, an informational session about programs or services available in the community, or a session on brain development, child development or child health. For example, child health workshops may be offered to increase parent's knowledge about topics such as injury prevention, oral health, preventative health care, or nutrition. One or more of these activities can be implemented in conjunction with other FTF early learning, health and/ or family support strategies as part of regional funding plan implementation.

C. **Earned Media and Paid Advertising:** Earned media is defined as stories strategically placed in major broadcast print or emerging media as well as information placed in smaller community newspapers, newsletters, and public service announcements. Paid advertising is defined as advertising through billboards, print ads, multimedia campaigns (TV), radio and online ads. Paid advertising requires a substantial financial investment and must be accompanied by other strategies in order to be effective in changing behavior. The advertising itself must be research-based and the information provided should be about a specific early childhood development or child health topic related to critical time periods to address trends in child rearing and parenting practices that target parents and families. For example, print ads displayed on buses with the message "read with your child every day", includes a phone number and web address for a community resource that provides additional information and support on reading with young children. This may bring parents' attention to the issue and further create interest in seeking out the listed resources.

This program will:

- ✓ Implement the Imagination Library Book Club through the Gila County Library District and services provided at the San Carlos Apache library branch on the reservation which is part of the Gila County Library District to deliver an age appropriate book each month to the homes of the 800 registered children in the region. Earned Media Paid Advertising are not components of this strategy for the San Carlos Apache Regional Partnership Council.
- ✓ Provide information on developmentally appropriate learning opportunities that support early language and literacy development which prepares children for success in school and life.
- ✓ Deliver the program at community locations convenient and easily accessible for families. Family participation is voluntary and must be provided free of charge to the family.
- ✓ Carry out the program model in accordance with the First Things First Parent Outreach and Awareness Standards of Practice/ Refer to Exhibit B.

The grantee implementing this strategy in the San Carlos Apache region will need to have previous experience working in rural or tribal communities and understand some of the cultural aspects of working with these populations.
The grantee will need to connect with the Regional Director prior to implementation on the reservation. The San Carlos Apache region associates First Things First with the Regional Director, who has established a relationship and trust with the region. Therefore, it is important for the program, to connect with the Regional Director.

First Things First School Readiness Indicators related to this strategy:
FTF is seeking successful applicants to implement this strategy and work collectively with FTF to impact the school readiness indicators below:

- % of families who report they are competent and confident about their ability to support their child's safety, health and well being

First Things First Goal Area to be addressed:

- Family Support and Literacy

Target Population to serve

The San Carlos Apache Regional Partnership Council will target 800 children ages birth to five in the region to be registered and receive books through the Imagination Library Book Club program. This is approximately 50% of the birth to five population in the region. The Regional Council would like intentional collaboration of existing grantees with this strategy in the region.

Geographic Area

Programs funded under this agreement must provide services throughout the region.
The San Carlos Apache Regional Partnership Council serves the communities of the San Carlos Apache Tribe located on the San Carlos Apache Reservation.

Coordination and Collaboration

First Things First supports coordination and collaboration among early childhood service providers in order to develop a seamless service delivery system for children and families. As a result of coordination and collaboration, services are often easier to access and are implemented in a manner that is more responsive to the needs of the children and families. Coordination and collaboration may also result in greater capacity to deliver services because organizations are working together to identify and address gaps in service. Grant partners are asked to demonstrate capacity to work with and participate in coordination and collaboration activities occurring within the First Things First region being served. This may include but is not limited to participating in regular meetings. Depending upon the strategy, there may be additional statewide meetings which the Grant partners may be asked to attend, as noted in the Scope of Work. In order to accomplish this, Grant partners should plan the appropriate staffing and budget to support travel to and attendance at monthly meetings within the regional area or statewide meetings, as appropriate.

The grantee will need to be an active member of the San Carlos Apache Regional Partnership Council's Early Childhood Development and Health Collaborative so that the grantee will effectively collaborate and coordinate their efforts with existing tribal and non-tribal programs.

Program Specific Data Collection and First Things First Evaluation

Grant partners agree to participate in the FTF evaluation and any program specific evaluation or research efforts adhering to tribal data/research protocols and procedures. Data collection and FTF evaluation activities are directly connected with the Goals, Performance Measures and Units of Service aligned to the strategy described in this scope of work.

Unit of Service and related Target Service Number Definition:
A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number). A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. The Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is "number of families served" and a Target Service Number of 50 represents the number of families the Applicant proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

Performance Measures Definition:
Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

Grant partners must have capacity to collect and submit FTF data requirements, securely and confidentially store client data, and utilize data to assess progress in achieving desired outcomes of the proposed strategy. Units of Service, Target Service Numbers, and Performance Measures outline how quarterly data submissions will be evaluated according to the contracted deliverables and standards of practice for that contract. Additionally, they are used by FTF to determine the key impacts of the strategies, programs and approaches being implemented.

Grant partners will be provided with data reporting requirements by FTF and will meet the requirements of the FTF evaluation including, but not limited to, timely and regular reporting and cooperation with all FTF evaluation activities, with respect to tribal data/ research protocols and procedures. Timely and regular reporting of all performance and evaluation data includes the electronic submission of data (as identified in data reporting templates designed for each strategy) through the FTF secure web portal known as PGMS.

FTF may undertake various external evaluation activities. Tribal data/research protocols and procedures, including obtaining tribal permission to participate in evaluation activities must be obtained before any data collection can occur under this agreement. Evaluation activities may include tracking and reporting data pertaining to participant attendance, enrollment, and demographic information. In addition, and following tribal protocols and procedures, grant partners agree to allow FTF and evaluation consultants of FTF to observe program activities on site and collaborate with FTF led and initiated evaluation activities to encourage parent consent for data collection. (Standards for data security for this strategy are found in Exhibit C.)

Units of Service and Performance Measures that are aligned to the Goal for the purposes of this RFGA are as follows:

Unit of Service:

Number of books distributed
0 local resource guides distributed
Number of workshops held
0 events held

Performance Measures:

Number of books distributed/proposed number
Number of local resource guides distributed /proposed number
Number of workshops held/proposed number
Number of events held/proposed number
Number of children receiving books
Number of adults attending workshops
Number of adults attending event
Number of paid media
Number of earned media

Number of impressions
Number of education reinforcement items distributed

For more information on FTF Goal Areas, Goals and Performance Measures, please reference the FTF Strategy Toolkit at: http://azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BAeque

Exhibit B:

Standards of Practice

Parent Outreach and Awareness

I. Strategy Description

Recognizing that parents and families are their young child's first and most important teacher, family support is a component of Arizona's comprehensive early childhood system. Within family support, a continuum of strategies exists to meet the universal needs of all families to the targeted needs of families who may be at risk, such as English language learners, teen parents, and low income families. Information gaps exist that have implications for how adults interact with and raise young children. Providing specific knowledge and tools about the importance of early interactions in healthy brain development is the first step in assisting parents in making choices that will support and optimize their child's development.

Parent outreach and awareness strategies strive to increase all families' awareness of positive parenting and knowledge of services, supports and information on child development, child health and early learning to support their child's overall development. In other words, the goal of this strategy is to **change parent behavior** through a variety of complementary tactics so that their child is ready for school at kindergarten entry.

It is important to note that increasing general public awareness of the importance of early childhood is not the objective of the parent outreach and awareness strategy. Instead, increasing general public awareness falls under the purview of the FTF statewide *community* awareness strategy, while this parent outreach and awareness strategy is targeted *specifically for and directly to parents*.

Recognizing that children are active participants in the world from day one is critical for supporting a child's healthy brain development and learning. Developmental and neuroscience research emphasizes the importance of infants engaging in discovery through everyday explorations shared by a sensitive, attentive

caregiver (National Scientific Council on the Developing Child, 2007; Stamm, 2007). According to the *First Things First Family and Community Survey on Early Childhood, A Baseline Report on Families and Coordination* 2008, when asked at what age babies sense and react to their surroundings, about half of Arizona parents acknowledged that this occurs in the first month of life (51%). Although this represents a larger proportion of parents than in the national survey (35%), nearly half of Arizona parents (48%) still believe that children do not respond to their environment until two months of age or later. This suggests that almost half of Arizona parents do not fully understand the importance of the child's very early interactive experiences with his or her environment for healthy development. Overall, research based knowledge about what to expect from their child at each age helps parents interact positively with their child and set appropriate expectations and boundaries throughout their daily routines. Furthermore, Arizona's parents understand that early childhood development is important, with over 75% of parents acknowledging that they can significantly impact children's brain development at or before birth. While Arizona's parents understand the importance of early brain development, not all are sure what they can do to best support their child's optimal development. Results from the Family and Community Survey (INSERT DATE) also indicate that parents can benefit from clear, research-based information to help them support their child.

FTF parent outreach and awareness strategies provide families of young children with information, materials or connections to resources and activities that increase awareness of early childhood development and health and the resources, supports or programs available for young children and their families. Having identified these gaps, it is important to deliver parent outreach and awareness strategies with consideration for local needs. For example, if a community has data that indicates parents and families are not reading regularly with their young children, a parent outreach and awareness strategy may be an appropriate approach to increase families' awareness about the importance and value of daily reading activities through messaging, story times at the local library that may also include a book distribution component or book club, and identification of additional community resources.

Outreach and awareness alone, in most cases though, may not be sufficient to change parent behavior. While parents' awareness has increased, as noted in the example above, parents may not have the resources or tools to effectively implement the change. Parents may be aware of the need to read to children, but that does not mean that they can actually read to their child (adult literacy), feel that they know how to read to their young child (e.g., which books are developmentally appropriate;, how to read to a child at different developmental stages) or that they have access to books (e.g., may not be able to afford books; may not live

close to a library or have transportation). These are some of the considerations in determining whether to implement an outreach and awareness strategy.

Parent outreach and awareness activities include the following:

D. **Resource Distribution:** Distribution of children's books, audio discs, community resource guides, child development and child health fact sheets, parenting tip sheets, brochures, pamphlets, and/or newsletters. Resources can be offered and distributed during established community festivals, fairs, or exhibitions at community settings and through community-based partners. For example, parents and children can be provided with developmentally appropriate books to take home that encourage daily family reading activities.

E. **Parent/ Family Workshop**: One-time informational sessions for parents and families to increase awareness about child development or child health topics. These may include, for example, library story times, an informational session about programs or services available in the community, or a session on brain development, child development or child health. For example, child health workshops may be offered to increase parent's knowledge about topics such as injury prevention, oral health, preventative health care, or nutrition. One or more of these activities can be implemented in conjunction with other FTF early learning, health and/ or family support strategies as part of regional funding plan implementation.

F. **Earned Media and Paid Advertising:** Earned media is defined as stories strategically placed in major broadcast print or emerging media as well as information placed in smaller community newspapers, newsletters, and public service announcements. Paid advertising is defined as advertising through billboards, print ads, multimedia campaigns (TV), radio and online ads. Paid advertising requires a substantial financial investment and must be accompanied by other strategies in order to be effective in changing behavior. The advertising itself must be research-based and the information provided should be about a specific early childhood development or child health topic related to critical time periods to address trends in child rearing and parenting practices that target parents and families. For example, print ads displayed on buses with the message "read with your child every day", includes a phone number and web address for a community resource that provides additional information and support on reading with young children. This may bring parents' attention to the issue and further create interest in seeking out the listed resources.

II. Standards of Practice

A. Implementation Standards

Utilize a family centered and strengths-based approach.

1. Provide parents and families with readily accessible information about child development and child health, including one or more of the following topics:

   - The domains of child development (social emotional, language and communication – including emergent literacy, cognitive, physical and motor development), including understanding when to have concerns related to children's development;
   - The parents' role as the child's primary teachers and partners in the education of their children;
   - Appropriate child-adult interactions and development of positive and supportive parenting skills;
   - Early language and emergent literacy including typical early language and emergent literacy development for infants, toddlers and preschoolers and the importance of reading daily with their young child including maintaining a literacy-rich home environment;
   - The impact of media and the importance of limited screen time (TV, computers, smart phones, pads and tablets, video games) for young children;
   - Child health information and/or community resources for child health including topics such as preventative health care and wellness, developmental and sensory screening, immunizations, oral health, injury prevention, and nutrition;
   - Available community resources such as the Women, Infants and Children Program (WIC), food banks, employment services or adult education, early intervention services, school programs, child care resource and referral, libraries, parent education classes, home visitation programs, and health care including oral health;
   - Parent tips and resources on how to use toys and other educational items to enrich interactions with their child, but not substitute interactions between adult and child.

2. All information provided through media, resource distribution and/or workshops must be evidence based, developmentally appropriate, culturally responsive and strengths based. Activities implemented must take into account local families and children's needs, desires, histories,

lifestyles, concerns, strengths, resources, culture, ethnicity, and priorities. In addition, appropriate developmental guidance is to be provided to parents and families on behalf of their very young children when providing workshops or distributing information. Information provided to families is to be offered to parents and families in a manner that strengthens early relationships with infants/toddlers and young children. Print materials must be provided at a 5th grade reading level using common language and resources and information provided must be accurate and regularly updated to ensure information is current. **Permission for the use of copyright materials must be documented and cited.**

Workshops are flexible and continually responsive to emerging family and community issues.

1. Structured workshop activities must be accessible for families by being provided at times and locations that are convenient for families including weekend and evening hours.

2. Workshops should be manageable in size and have appropriate staffing patterns.

   For adult-only sessions, there shall be a maximum of 50 participants with a ratio of 1 staff per 25 adult participants (2 staff: 50 adult participants). Room size and space must be adequate to support the number of adults participating.

3. Open and honest communication is supported and opportunities for formal and informal feedback are integrated into the structure of the workshop.

4. Confidentiality is maintained with workshops being respectful of family members and protective of their legal rights.

5. Families are engaged as partners to ensure that the program is beneficial by providing families the opportunity to provide regular input and feedback in programmatic planning to better meet their needs.

6. Staff Standards

   - Staff developing materials or providing workshops demonstrate extensive knowledge of the community, the culture, and the community's resources.

- The length of employment and experience/education are reflective of high quality staff. Supervisory staff are required to have a minimum of a Bachelor's degree in early childhood development, education, family studies, social work, nursing or a closely related field.
- The grantee must establish an effective, consistent supervisory system that provides support for all staff members and ensures accountability to participants, funders, and the community.
- All staff work as a team, modeling respectful relationships consistent with program goals and whose top priority is the well-being of families and children.
- Staff skills and abilities are regularly assessed to ensure they are able to engage families while maintaining a professional rapport.
- Ongoing staff development/training on the FTF Parent Outreach and Awareness Standards of Practice principles is provided.
- Ongoing staff development/training to ensure program quality and give staff an opportunity to develop professionally is provided.
- Supervisors work with staff to prepare professional development plans.

Evaluation and monitoring is a collaborative, ongoing process that includes input from staff, families, program administrators, and community members.

1. Mechanisms to assess program effectiveness and ability to implement quality improvements must be demonstrated.
2. Participation in data collection and reporting of performance measures to First Things First is required.

B. Branding and Earned and Paid Media Standards

1. All parent outreach and awareness activities will adhere to the FTF communications guidelines including branding protocols which can be found in the First Things First Communications Toolkit, The toolkit is a "living document" and is not meant to be downloaded. Appendix One to this document outlines the Table of Contents of the Communications Toolkit and provides readers a comprehensive view of the tools available.

2. Earned media activities are to center around various topics that raise parent awareness, including: identification of an awareness gap as a community issue to be addressed; announcement of a new program or service to help change a parent's behavior; new or updated research about the behavior identified for change; milestones achieved in changing behaviors; and/or a success story about a specific child or family benefitting from a service. All earned media must include: early childhood information that illustrates how the behavior change benefits the education/health of young children and information on how to access additional information or support in changing the behavior. See the FTF branding protocols for additional requirements.
3. Paid advertising must be research-based, outcome focused and professionally developed. Development of such a campaign can cost upwards of $200,000, in addition to the cost of placing the advertising (actually paying for the billboard, cinema or newspaper ad, television or radio spot, etc.). Advertising that seeks to change behavior requires significant repetition in order to achieve market saturation (ensuring that people see or hear the message enough times to change behavior). In addition, strategies and tactics must be in place to support those who are willing to move from awareness to action (change behavior). Before a paid advertising campaign is utilized as an approach for parent awareness and outreach the following information is necessary:
   - Information about the root cause of the issue to be addressed (is it really a need for awareness, or something else);
   - Is the source of the information credible (specific issue or anecdotal information);
   - Evidence that the paid advertising will change this behavior;
   - Sufficient resources are available to achieve the saturation required to effect change; and
   - Strategies/tactics that will be implemented in addition to the paid advertising that will support behavior change (moving from awareness to action).

When an existing paid advertising effort is being utilized, information on the following is required:

- Length of time the current creative has been used;
- The financial investment in the current campaign and where has it been used (specific markets) to determine effectiveness for the target population and geographic region proposed under this strategy;

- Evidence that the campaign has had an impact on behavior AND in the markets where the campaign was used (for example, for a campaign that sought to increases immunization rates, did immunization rates go up in that area when the campaign was in use?);
- Identification of other activities that were in place to support the paid advertising campaign and their effect on the impact achieved; and
- Knowledge of and understanding of the ability for co-branding or adding additional calls to action; restrictions on paid media time vs. gratis media time; and, restrictions on copyright use.

C. Cultural Competence

Affirm, strengthen and promote families' cultural, racial and linguistic identities and enhance their ability to function in a multicultural society.

- Create opportunities for families of different backgrounds to identify areas of common ground and to accept and value differences between them.
- Hire staff who reflect the cultural and ethnic experiences and language of the families with whom they work and integrate their expertise into the entire program.
- Early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members effective, understandable, and respectful care that is provided in a culturally competent manner- a manner compatible with their cultural beliefs and practices, and in their preferred language. Early childhood practitioners /early childhood service providers should ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children."
  http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15 ;
  http://www.naeyc.org/positionstatements/linguistic

- Service providers should understand that individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe's/Nation's cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe's/Nation's laws, policies and procedures. The effectiveness of services is directly related to the provider's consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Director, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments. It is highly recommended that service providers seek guidance from one or more of these sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.
- Programs will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff is culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation. Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries. This means that Tribes can allow or not allow any program to collect data from or related to any early childhood development and health program or activities on the reservation.

Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities.

Exhibit C:

Parent Outreach and Awareness

Data reporting requirements for the Parent Outreach and Awareness Strategy are not yet final for State Fiscal Year 2013. This document was created to inform applicants of possible data requirements and includes information regarding Target Service Units, Performance Measures and a table representing the draft data reporting fields.

Unit of Service and related Target Service Number

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number).
A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is "number of families served" and a Target Service Number of 50 represents the number of families the program proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

For **Parent Outreach and Awareness,** the units of service are:

Number of books distributed
Number of local resource guides distributed
Number of workshops held
Number of events held

Determining and Interpreting Target Service Numbers

Number of books distributed should reflect the total number of books to be distributed for one grant contract period (in most cases, one year). If book distribution is not proposed as part of your contract, reflect zero as the target service number.

Number of local resource guides distributed should reflect the total number of local resource guides to be distributed for one grant contract period (in most cases, one year). If local resource guide distribution is not proposed as part of your contract, reflect zero as the target service number.

Number of workshops held should reflect the total number of workshops for parents targeted to be held for one grant contract period (in most cases, one year). If conducting workshop is not proposed as part of your contract, reflect zero as the target service number.

Number of events held should reflect the total number of events for parents targeted to be held for one grant contract period (in most cases, one year). If conducting events is not proposed as part of your contract, reflect zero as the target service number.

Performance Measures

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

For **Parent Outreach and Awareness,** performance measures are:

- **Number of books distributed/proposed number**
- **Number of local resource guides distributed /proposed number**
- **Number of workshops held/proposed number**
- **Number of events held/proposed number**
- Number of children receiving books
- Number of adults attending workshops
- Number of adults attending event
- Number of paid media
- Number of earned media
- Number of impressions
- Number of education reinforcement items distributed

Data Reporting Fields	Parent Outreach and Awareness Data Fields
Book Distribution	
Are you contracted to distribute books to children?	YES/NO
Are you enrolling children as a part of your book distribution program? If Yes, please complete Section A. If No, skip to Section B	YES/NO
Section A	
Number of books distributed	TSU
Number of children newly enrolled into book distribution program	
Number of children receiving books (continuing and newly enrolled)	
Section B	
Number of books distributed	
Number of children receiving books	
Resource Guide Distribution	
Are you contracted to distribute resource guide?	YES/NO
Number of local resource guides distributed	TSU
Education Reinforcement Items Distributed	
Number of Education Reinforcement Items Distributed	
Type of education reinforcement items distributed (choose all that apply)	Audio discs
Are you contracted to do earned media and/or paid advertising	
Number of Earned Media	
Type of earned media (e.g. paper, radio)	
Number of paid advertising	
Number of impressions by each type of paid advertising	Billboard
Frequency of paid advertising	Billboard
Are you a program that conduct workshops for parents	
Number of workshops held	TSU
Number of adults attending workshop	
topic check box	text
number of workshop cancelled	
Events Held	
Number of events held	TSU
Number of adults attending events	
topic check box (diaper drive, health fair)	

Exhibit D

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:
The purpose of First Things First is to aid in the creation of a system that offers opportunities and supports for families and communities in the development of all children so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children.

Data Security Guidelines for Data Submission to FTF
The Arizona Early Childhood Development and Health Board (First Thing First - FTF) will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF will establish data reporting requirements for all state and regional grantees. All funded providers will regularly submit programmatic and financial reports as identified in the FTF reporting requirements.
FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner and Grants Management System (PGMS). Subsequent to the award of a FTF contract, the grantee will receive general training on login and navigation within the PGMS system. With this login the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, through agreement between the grantee and FTF, directly through the FTF extranet, rather than a PGMS web-based entry form. These data are likely to contain limited distribution data and must follow the following protocols. Data structure agreement, Login, ftp, revision request. Grantees that submit data through the FTF extranet must ensure that limited distribution data may not be intercepted or viewed at any time

by parties other than the grantee and FTF and that throughout the reporting and submission process the data are secured.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF. Confidential data will not be a part of standard data submission requirements. Grantee general orientation and data reporting orientation will identify data requirements as public data, limited distribution data, and/or confidential data.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees must keep all data collected for their program(s) within their system (database) or hardcopies. While FTF data submissions are generally aggregated and contain no individually identifying information, grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

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

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

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

JOB SUMMARY

The primary responsibilities of the individual in this position are to develop and coordinate outreach activities for early literacy promotion to parents of children ages birth to five years. This includes taking the early literacy experience to populations that do not have direct access to a library facility, promoting library services and resources to community groups, with an emphasis on early literacy and reading. The individual will conduct a survey of Kindergarten Teachers of all schools located on the San Carlos Apache Reservation to find out how many children entered school in August 2012 unprepared for reading readiness

ESSENTIAL DUTIES AND RESPONSIBILITIES

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

REQUIRED CERTIFICATIONS, SKILLS AND ABILITIES

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

REPORTING RELATIONSHIPS

Reports to: County Librarian, Library Assistant Senior

GILA COUNTY, ARIZONA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2011

Federal Grantor/Pass-Through Grantor/Program Title	CFDA Number	Pass-Through Grantor's Number		Expenditures
U.S. Department of Agriculture				
Passed through the Arizona Department of Health Services				
Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	HG881141, HG050277		$ 354,876
Commodity Supplemental Food Program	10.555	HG861159-2, HG861159-3		5,003
Secure Payments for States and Counties Containing Federal Lands	10.665	N/A - Direct	$ 1,899,870	
Passed through the U.S. Forest Service, Apache-Sitgreaves National Forest				
Secure Payments for States and Counties Containing Federal Lands	10.665	10-DG11030121018	33,980	
Secure Payments for States and Counties Containing Federal Lands	10.665	11-DG-11030121-005	493,298	
Total Secure Payments for States and Counties Containing Federal Lands Cluster				2,427,148
Passed through the U.S. Forest Service, Tonto National Forest				
Forest Service Pavement Maintenance Project	10.Unknown	None		163,409
Total U.S. Department of Agriculture				2,950,436
U.S. Department of Commerce				
Passed through the Arizona State Libraries Archives and Public Records				
Broadband Technology Opportunities Program	11.557	BTop111052010		2,750
U.S. Department of Housing and Urban Development				
Section 8 Housing Choice Vouchers	14.871	N/A - Direct		320,635
Passed through the Arizona Department of Economic Security				
Emergency Shelter Grants Program	14.231	DE111073001		6,582
Passed through the Arizona Department of Housing				
ARRA - Homeless Prevention and Rapid Re-Housing Program	14.262	506-10		144,412
Community Development Block Grant Cluster				
Community Development Block Grant	14.228	150-09	38,767	
Community Development Block Grant	14.228	174-10	48,302	
ARRA - Community Development Block Grant	14.255	112-10R	87,704	
Passed through the City of Globe				
Community Development Block Grant	14.228	146.09	9,483	
Total Community Development Block Grant Cluster				184,256
Total U.S. Department of Housing and Urban Development				655,685
U.S. Department of the Interior				
Payments in Lieu of Taxes	15.226	N/A - Direct		3,023,345
Passed through the the U.S. Forest Service, Tonto National Forest				
Challenge Cost Share	15.238	09-CS-110301200-015		124,504
Total U.S. Department of the Interior				3,147,849
U.S. Department of Justice				
Passed through the Arizona Criminal Justice Commission				
Crime Victim Compensation	16.576	VC-11-052		9,495
Justice Assistance Grant Program Cluster				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	VA-11-020	17,600	
ARRA - Edward Byrne Memorial Justice Assistance Grant	16.803	DC10-027, DC-10-036	371,520	
Total Justice Assistance Grant Program Cluster				389,120
Total U.S. Department of Justice				398,615
U.S. Department of Labor				
Passed through the Arizona Department of Economic Security				
Workforce Investment Act Cluster:				
WIA Adult Program	17.258	DE091206001, DE111006001, DE101045001	505,844	
WIA Youth Activities	17.259	DE091206001, DE111006001, DE101045001	618,732	
WIA Dislocated Workers	17.260	DE091206001, DE111006001, DE101045001	1,163,182	
ARRA WIA Adult Program	17.258	DE091206001, DE111006001, DE101045001	101,497	
ARRA WIA Youth Activities	17.259	DE091206001, DE111006001, DE101045001	51,136	
ARRA WIA Dislocated Workers	17.260	DE091206001, DE111006001, DE101045001	234,564	
Total Workforce Investment Act Cluster				2,679,925
Incentive Grants - WIA Section 503	17.267	DE070295001, DE091206001, DE061297001, E5705004		37,721
Total U.S. Department of Labor				2,717,646

(Continued)

See accompanying notes to schedule of expenditures of federal awards.

GILA COUNTY, ARIZONA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED JUNE 30, 2011

Federal Grantor/Pass-Through Grantor/Program Title	CFDA Number	Pass-Through Grantor's Number		Expenditures
U.S. Department of Transportation				
Passed through the Arizona Department of Transportation				
Highway Planning and Construction	20.205	IGA/JPA 08-1321, IGA/JPA 10-161		$ 1,416,023
ARRA Highway Planning and Construction	20.205	IGA/JPA 09-128		36,806
Total U.S. Department of Transportation				1,452,829
Federal Library Services Technology Act				
Passed through the Arizona State Library, Archives and Public Records				
Library Services and Technology Grant	45.310	2010-300098-01, 2010-39048-4, 11-A-4		69,000
U.S. Department of Energy				
Passed through the Arizona Department of Commerce				
Weatherization Assistance for Low Income Persons	81.042	C052-09-02, G043-10-02		241,164
ARRA - Weatherization Assistance for Low Income Persons	81.042	C037-09-02		840,399
Total U.S. Department of Energy				1,081,563
U.S. Department of Education				
Impact Aid	84.041	N/A - Direct		134,738
Passed through the Arizona Governor's Office of Economic Recovery				
ARRA - State Fiscal Stabilization Fund	84.394	GOER-FY2010-508-E	$ 16,034	
ARRA - State Fiscal Stabilization Fund	84.394	OER-11-IGA-GS-30	230,769	
ARRA - State Fiscal Stabilization Fund	84.394	OER-11-IGA-GS-143	50,000	
Total ARRA - State Fiscal Stabilization Fund Cluster				296,803
ARRA - Education Jobs Fund	84.410	ISA OER-11 ISA-EJ-001		28,327
Passed through the Arizona Department of Education				
Title I Grants to Local Educational Agencies	84.010	S010A090003		36,752
English Language Acquisition Grants	84.365	S365A090003		12,363
Mathematics and Science Partnerships	84.366	S366B080003, S366B090003		428,514
Adult Education-Basic Grants to States	84.002	V002A100003		71,695
Rural Education	84.358	S358B090003		1,614
Passed through the Arizona Department of Education				
Special Education Cluster:				
Special Education - Grants to State	84.027	H027A100007	14,739	
ARRA Special Education	84.391	H391A090007	134	
Passed through the Arizona Supreme Court				
Special Education - Grants to State	84.027	IGA	31,077	
ARRA Special Education	84.391	IGA	7,820	
Total Special Education Cluster				53,770
Passed through the Arizona Department of Education				
Education Technology State Grant Cluster:				
Education Technology State Grants	84.318	S318X090003	172	
ARRA - Education Technology State Grants	84.386	S386A090003	484	
Passed through Pima County				
Enhancing Education Through Technology	84.318	11FETSTP-160950-02A	72,093	
Total Education Technology State Grant Cluster:				72,749
Passed through the Arizona Supreme Court				
Title I Program for Neglected and Delinquent Children	84.013	29823		20,248
Improving Teacher Quality State Grants	84.367	S367A090049		
Improving Teacher Quality State Grants	84.367	29823	6,718	
Passed through the Arizona Department of Education				
Improving Teacher Quality State Grants	84.367	S367A00049	83,135	
Total Improving Teacher Quality State Grants				89,853
Total U.S. Department of Education				1,247,327
U.S. Department of Health and Human Services				
Passed through the Arizona Department of Health Services				
Public Health Preparedness & Response for Bioterrorism	93.069	HG754195		248,052
Affordable Care Act Abstinence Education Program	93.235	E1H38059		1,000
Immunization Grants Cluster:				
Immunization Grants	93.268	HG8528428-0	25,000	
ARRA Immunizations	93.712	HG854284	23	
Total Immunization Grants Cluster				25,023
HIV Prevention Activities -- Health Department Based	93.940	HG852277-1		4,858
Maternal and Child Health Services Block Grant, Special Needs	93.994	HG854246-2, HG854246-3, HP961245-003		21,856

(Continued)

See accompanying notes to schedule of expenditures of federal awards.

GILA COUNTY, ARIZONA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
YEAR ENDED JUNE 30, 2011

Federal Grantor/Pass-Through Grantor/Program Title	CFDA Number	Pass-Through Grantor's Number		Expenditures
U.S. Department of Health and Human Services (Continued)				
Passed through the Arizona Department of Economic Security				
Temporary Assistance for Needy Families	93.558	DE111073001		$ 139,297
Child Support Enforcement	93.563	DES06728-1, DE111165001		1,109,027
Low-Income Home Energy Assistance	93.568	DE111073001		333,197
Community Services Block Grant Cluster:				
Community Services Block Grant	93.569	DE111073001	$ 93,263	
ARRA - Community Services Block Grant	93.710	DE111073001	21,375	
Total Community Services Block Grant Cluster				114,673
Social Services Block Grant	93.667	DE111073001		18,172
HIV Care Formula Grants	93.917	HP652141-001-0		68,476
Total U.S. Department of Health and Human Services				2,052,834
U.S. Department of Homeland Security:				
Passed through the Arizona Department of Homeland Security				
Homeland Security Grant Program	97.067	777305-01, 777305-02, 444307-02		162,799
Passed through the Arizona Department of Emergency Services and Military Affairs				
Emergency Management Performance Grant	97.042	EMW-2011-EP-APP-00006 EMP-2011 RC-001-ADEM RFC-09 AZ-2010		192,127
Total U.S. Department of Homeland Security				354,926
Total Expenditures of Federal Awards				$ 16,130,460

See accompanying notes to schedule of expenditures of federal awards.

(8)

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-1317 **Regular Agenda Item 4- B**

Regular BOS Meeting

Meeting Date: 06/26/2012

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

Department: Clerk of the Board of Supervisors

Presenter's Name: Jacque Griffin

Information

Request/Subject

Gila County Library District FY 2012-2013 Tentative Budget Adoption

Background Information

Arizona Revised Statutes - Chapter 17-Levy, Article 3-Local Government Budget Process outlines the budget requirements and timelines for each county's and incorporated city's and town's budgets.

For the Gila County Library District, the process includes the Library District Board of Directors adopting a tentative budget and; thereafter, at a future Board meeting, adopting a final budget.

The Library District's budget is included in the entire budget for Gila County.

Evaluation

In Gila County, the Board of Supervisors acts as the Board of Directors for the Gila County Library District. In order to adopt the Library District's annual tentative budget for fiscal year 2012-2013, the Board of Supervisors must adjourn as the Board of Supervisors, convene as the Library District Board of Directors and then take an official action to adopt that tentative budget.

Conclusion

An overview of the proposed tentative budget will be given by Jacque Griffin, Gila County Assistant Manager/Librarian, to the Board of Directors. After a discussion, the Library District Board of Directors will consider adopting the proposed tentative budget.

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to adopt the tentative 2012-2013 fiscal year budget for the Gila County Library District. **(Jacque Griffin)**
(Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

ARF-1311 **Regular Agenda Item 4- C**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	Don McDaniel Jr.	Submitted By:	Joseph Heatherly, Finance Director, Finance Department
Department:	Finance Department		
Fiscal Year:	FY2013	Budgeted?:	Yes
Contract Dates Begin & End:	FY 2013	Grant?:	No
Matching Requirement?:	No	Fund?:	Replacement
Presenter's Name:			

Information

Request/Subject

Gila County FY 2012-2013 Tentative Budget Adoption

Background Information

Arizona Revised Statutes - Chapter 17-Levy, Article 3-Local Government Budget Process outlines the budget requirements and timelines for each county's and incorporated city's and town's budgets.

The budget process is for the Board of Supervisors to first adopt a tentative budget and at a future meeting to adopt the final budget. There are also statutory newspaper publication requirements to be applied after the tentative budget has been adopted and before the final budget is adopted.

Evaluation

N/A

Conclusion

An overview of the proposed tentative fiscal year 2012-2013 budget for Gila County will be presented by Joe Heatherly, Finance Director. After a discussion, the Board of Supervisors will consider adopting the proposed tentative budget.

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to adopt the tentative 2012-2013 fiscal year budget for Gila County. **(Don McDaniel)**

ARF-1289 **Regular Agenda Item 4- D**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	Nancy Neumann, Administrative Clerk	Submitted By:	Nancy Neumann, Administrative Clerk, Sheriff's Office
Department:	Sheriff's Office		
Fiscal Year:	July 1, 2012 to June 30, 2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2012 to June 30, 2013	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	Renewal
Presenter's Name:	Johnny Sanchez		

Information

Request/Subject

Gila County Drug, Gang, and Violent Crime Task Force Grant Renewal Application

Background Information

The Gila County Sheriff's Drug, Gang, and Violent Crime Task Force (Task Force) has been in operation since its inception in 1988. Since 1988, Gila County has submitted a grant application to the Arizona Criminal Justice Commission (ACJC) on an annual basis requesting grant funds for the Task Force. Each year the ACJC has awarded grant funds to Gila County to help the salaries and ERE of officers of the Task Force.

The mission of the Gila County Drug, Gang and Violent Crime Task Force is to protect life, property and the rights of individuals by using multi agency efforts with participating agencies to reduce drug, gang and violent crime related investigations. The primary objective is to disrupt drug sales, interdict and dismantle drug trafficking and drug organizations as well as to promote education and awareness to the citizens of Gila County and to secure the welfare of the public. Identify local gang affiliated members in conjunction with G.I.T.T.E.M. (Gang and Immigration Intelligence Enforcement Team Mission) and the U.S. Marshall's Office. Assist Gila County detectives with violent crimes such as homicides, abductions, and jail crime investigations.

Evaluation

The Gila County Drug, Gang and Violent Crime Task Force's ultimate initiative is to protect life, property and the rights of individuals, so it is imperative that the Sheriff's Office continue to submit grant applications to the ACJC to obtain continued grant funding for its Task Force.

In the past, cash matching funds were not a requirement for this grant application; however, this year there is a cash match requirement in the amount of $94,102. The total grant amount is $376,410, with $282,308 of that amount being federal funds. If this grant is awarded to the Sheriff's Office, the cash match requirement will come from the Sheriff's Office Specialized Funds under the Sheriff's Office's annual 2012-2013 fiscal year budget.

Conclusion

It was imperative that the Sheriff's Office electronically submit this grant application prior to the application deadline of March 23, 2012, at 3 p.m. The grant application was electronically submitted to the ACJC on March 21, 2012, in order to secure continued funding for the salaries and ERE for a Commander, Sergeant and 3 Agents of the Task Force.

If this grant funding is awarded for the period July 1, 2012, through June 30, 2013, the Gila County Sheriff's Office will receive an award letter from the ACJC accompanied with a grant contract, which will be presented to the Board of Supervisors for approval and execution of the Chairman's signature at a future Board of Supervisors' meeting.

Recommendation

The Gila County Sheriff's Office recommends ratification the Board of Supervisors' approval for the submission of this grant application in the amount of $376,410 to the ACJC.

Suggested Motion

Information/Discussion/Action to ratify the Board of Supervisors' approval for the electronic submission of a Drug, Gang, and Violent Crime Task Force Grant Application by the Gila County Sheriff's Office to the Arizona Criminal Justice Commission in the amount of $376,410 and, if awarded, to be used during the period of July 1, 2012, through June 30, 2012. **(Johnny Sanchez)**

Attachments

DGVC Application

Application Created: 12:37 PM, 3/12/2012
Application Submitted: 4:24 PM, 3/21/2012

ACJC Grant Program:	Drug, Gang, and Violent Crime Control	
Period Title:	FY13 Cycle 26	
Project Title:	Gila County Drug, Gang and Violent Crime Control Program (DGVCC)	
Purpose Area:	A - Apprehension	
Is this a continuation request?	Yes	
Applicant Agency:	Agency Name:	Gila County Sheriff's Office
	Department Name:	Administration
	DUNS Number:	142370761
Participating Agencies:	Gila County Sheriff"s Office Department of Economic Security Department of Public Safety United States Forest Service Department of Drug Enforcement (DEA) Phoenix Police Department Payson Police Department	
Authorized Official:		Armer, John R (Sheriff)
	Mailing Address:	PO Box 311 1100 South Street Globe, Arizona 85502
	Email:	jarmer@co.gila.az.us
	Phone:	928-402-8572
	Fax:	928-425-5674
	Agency:	Gila County Sheriff's Office
	Department:	Administration
Project Official:		Sanchez, Johnny G (Commander)
	Mailing Address:	PO Box 311 1100 South Street Globe, Arizona 85502
	Email:	jgsanchez@co.gila.az.us
	Phone:	928-402-8572
	Fax:	928-425-5674
	Agency:	Gila County Sheriff's Office
	Department:	Administration

Project Mission Statement
Response is limited to 1,500 characters, including spaces.

Enter narrative below:

The Gila County Drug, Gang and Violent Crimes Task Force is a multi- agency/multi-jurisdictional unit dedicated to the enforcement of narcotics laws of the State of Arizona and the suppression of criminal gang activities, with particular attention to street gangs, biker gangs, prison gangs and drug trafficking organizations/cartels. The task force mission is to

disrupt, interdict, and dismantle drug trafficking and drug organizations in order to reduce criminal activity within our community. Through city, county, state and federal inter-agency cooperative investigations, the Gila County Drug, Gang and Violent Crimes Task Force is focused on identifying targets and initiating investigations on individuals, gangs or drug trafficking organizations involved in cultivation, manufacturing, sale, transporting, distribution, and use of narcotics or dangerous drugs in and outside of Gila County. This focus helps us to protect life, property, and the rights of individuals, citizens, and the community both in Gila County and outside of Gila County by using this multi-agency effort.

The Gila County Drug, Gang and Violent Crimes Task Force takes on the responsibility of providing training such as K-9 drug interdiction, tactical SWAT clandestine lab entries, marijuana cultivation, and electronic support services. The Gila County Drug, Gang and Violent Crimes Task Force also assist's and initiates investigations and shares resources and intelligence within and outside of Gila County. By providing drug presentations in partnership with the Meth Coalition, community involvement and public demonstrations, an educational drug awareness within Gila County, Pinal County, the San Carlos School districts, and the Gila County mining industry is accomplished.
It is through all the cooperative partnerships among the groups that the Gila County Drug, Gang and Violent Crimes Task Force has attained successful interdictions, apprehensions and prosecutions of subjects involved in illicit drug trade and associated crimes within and outside of Gila County.

Problem Statement
Identify the problem in your community that the grant funded program will address. Be very specific and include statistical data to define the severity of the identified problems. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

The Gila County Drug, Gang and Violent Crimes Task Force serves an approximate population of 54,000 people within a County that has very remote and rugged to open high desert landscape. Gila County being a border area is a major corridor for human smuggling and trafficking of drugs from Mexico through Arizona and its bordering states. Approximately 56% of Gila County is federal forest and state land. The Tonto National Forest area is very conducive to the cultivation of marijuana due to its abundant water supply, elevation, and vast remote forest land. Marijuana grow sites that we have encountered are generally at the bottom of mountainous steep ravines, with no direct trails that lead into the grow site. Suspects do this for several reasons; to gain water flow from the upper elevation to the grow site, access to the grow site is limited to law enforcement, and the grow site is hidden from aerial surveillance. During 2007/2008 the collaboration between the Gila County Drug, Gang, and Violent Crimes Task Force, Phoenix P.D., D.E.A., D.P.S., and the U.S. Forest Service disrupted/dismantled one major D.T.O. operating out of Mexico in California and Arizona. Because of the miles of roadway and large amount of unmaintained forest service roads, Gila County has become the seventh largest marijuana producing forest in the United States. The primary suspects in grow sites, sales, distribution and smuggling are undocumented aliens. As a result, a language barrier is encountered as well as identifying the suspects. This is indicative of the involvement of large drug organizations / D.T.O.'s inside and outside the United States. The grow sites also have a direct impact on the public safety. Suspects are known to be armed and have fired upon unsuspecting hikers, campers, hunters, and forest service personnel who accidentally stumbled upon or near a grow site. This occurred in 2006 when U.S. Forest Service personnel responded to a call of hunters who were shot at, resulting in finding armed undocumented aliens who were guarding a marijuana grow site and one was shot by Forest Service personnel during the encounter. Environmental issues are also a concern to the forest area due to the increased fire hazards from unsafe propane usage, unattended fires, destruction/cutting of forest trees and brush. The use of fertilizers and pesticides, processing and packaging materials, and human waste / garbage that is left behind also becomes a concern to the forest environment.

2. The Gila County School District juvenile population is affected by the primary drugs of choice, methamphetamine, marijuana, cocaine, prescription drugs, spice and bath salts. The trend indicates we are not only seeing this with the juvenile population but in the adult population as well, therefore the abuse is remaining static. In 2010/2011 four teenagers became victims of an overdose of prescription drugs. At present according to the local Gila County hospitals, this is showing an increase on hospital and emergency room admissions.

3. The Gila County area is a major drug corridor in the State of Arizona and the United States. Gila County has identified four (4) major drug corridor routes; State Highway 77 from Tucson to Interstate 40, U.S. Highway 60 from Phoenix through Gila County, through the state of New Mexico, and U.S. Highway 70 from Lordsburg, New Mexico through Gila County to Interstate 40, and State Highway 87 from the Phoenix Metropolitan Area through Gila County to Interstate 40. The sparse population in Gila County has a small tax base therefore limiting available resources. The Gila County topography consists of vast high desert, mountainous and forest areas covering 4,767.70 square miles. The cities of Phoenix, Tucson, Lordsburg, and other metropolitan areas within the Phoenix metropolitan area have all been deemed drug source cities in the United States by the Drug Enforcement Agency (DEA). With Phoenix being the fifth largest city in the United States and Tucson following close behind, these are two of the largest smuggling points for illicit drugs, human smuggling, and undocumented aliens in the United States. These source cities are drug distribution locations

that are utilized by drug trafficking organizations from Mexico, Columbia and Asian Countries. The poly smuggling of drugs and associated criminal activity affects Gila County, the surrounding counties and Arizona's sister states with violence, drug sales and identity theft. Street level drug activity has resulted in an increased number of domestic violence calls, theft, burglaries, auto theft, and aggravated assault investigations for all jurisdictions within Gila County.

4. The majority of the cases being investigated are for either the use or the sale of methamphetamine, prescription drugs, heroin, spice, bath salts, cocaine, and marijuana within our local area. The following statistics below will reflect this.

July 1, 2010 through February 28, 2011 the task force conducted 91 drug related arrests and 91 other arrests. During this time 15,067 marijuana plants were seized and eradicated as well as 999.19 pounds of marijuana. Other related statistical data is as follows:

Methamphetamines seized - (95.41) grams
Heroin seized -(3.5) grams
Prescription Drugs - (31) dosages (pills) of various narcotics
Interdiction stops - (1,147)
Drug Presentations - (12 with 972 attendees)
Undocumented Aliens detained / arrested - (35)
Agency Assists - (192)
Knock and talks - (29)
Search Warrants - (26)
Weapons seized - (4) handguns
Cash seized - ($13,636.00)
Vehicles seized - (7)
Hospice calls - (4) (narcotics for destruction)

March 1, 2011 through March 23, 2012 Task Force conducted 170 drug related arrests and 116 other arrests. During this time 3,875 marijuana plants were seized and eradicated as well as 994.19 pounds of marijuana. Other related statistical data is as follows:

Hashish - (28.8) grams
Spice - (7.0) grams
Ecstasy - (6) tablets
Methamphetamines - (7.87) pounds
Heroin - (8.12) grams
Cocaine - (2.22) pounds
Prescription drug - (157) pills
Interdiction stops - 1575
Drug presentations - (37) with (2107) attendees
Undocumented aliens detained - (11)
Agency assist - (316)
Knocks and talks - (88)
Search warrants - (30)
Weapons seized (1) brass knuckles, (2) knives, (6) handguns, (2) rifles, and (1) medieval mace with metal spikes and chain
Cash seized - ($12,212.00)
Vehicle seized - (9) vehicle, (1) horse trailer and (1) racking mule
Other items seized - (1) laptop, (5) cell phones
Hospice calls - (88) (narcotics for destruction)
Recovered stolen property - (1) laptop, keys to liquor establishment, (3) rifles, (1) television, (1) wallet, (1) motorcycle
Warrant roundup - (2) details

In comparing statistical data from the years of July 1, 2010 to February 28, 2011 to March 1, 2011 to present March 23, 2012, the data shows an upswing on drug trafficking in the Gila County area. This upswing in drug tracking is reflected with additional drugs such as cocaine, hashish, spice, and ecstasy showing up in our community as noted below.

Other data comparisons of drug increases and task force activity are as follows:

methamphetamines (3641%) increase
heroin (132%) increase
prescription pills (406%) increase

cocaine (100%) increase
hashish (100%) increase
spice (100%) increase
ecstasy (100%) increase
drug presentations (208%) increase given to (117%) increase in attendees
agency assist (65%) increase
knock and talks (203%) increase
search warrants (15%) increase
hospice call (2100%) increase

5. The Crossing Hospice Care and Home Health Resources in Globe in coordination with the Gila County Drug, Gang, and Violent Crimes Task Force will continue to try to curtail the availability of narcotic pharmaceutical prescription drugs ending up on the streets. This situation seems to take place after a deceased individual's medications are given to the next of kin. To restrict this issue the Gila County Task Force coordinates with the Crossing Hospice Care Center by taking possession of these narcotics for destruction. With this implemented collaborated agreement between the Gila County Drug, Gang, and Violent Crimes Task Force and Crossing Hospice, an employee who was accused of not destroying a patients narcotic medications properly subsequently was cleared of this issue due to the task force being able to show documented records of the items placed in the Gila County Sheriff's evidence locker for destruction.

6. With the past and current budget restraints, the Gila County Sheriff's Office has been kept to a minimal hiring base of new personnel which directly affects the task force personnel which can be assigned to the task force side of law enforcement in Gila County. Added to this is the recent injury to a K-9 handler in the Payson area attached to the task force which has made him an inoperative member for approximately (2) months and possibly an additional (3) months from this date. Additionally the task force personnel will be affected by the loss of another agent attached to the task force who is severing his employment to run for an elected office in Gila County.

Project Summary

Provide a summary of the program the ACJC grant funds will support. Include how the program addresses the problem in the community, what services are provided, the population served, why it is important, and how it is unique. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

1. The Gila County Drug, Gang and Violent Crimes Task Force serve an approximate population of 54,000 people within a County that has very remote and rugged to open high desert landscape. Due to the abundant water supply and rugged landscape of the forest area the terrain is conducive to illicit marijuana cultivation. The Gila County Community has seen an upswing of street drugs such as methamphetamine, marijuana, cocaine, prescription drugs, spice, and bath salts. The Gila County Drug, Gang and Violent Crimes Task Force will continue its coordinated and collaborative efforts with the mentioned partners and participants to continue investigating, disrupting drug trafficking, gathering and sharing intelligence, providing training, drug awareness presentations and community based drug deterrents.

2. The Gila County Drug, Gang and Violent Crimes Task Force will conduct coordinated efforts with the Arizona Department of Public Safety, Gila County Sheriff's Office, Gila County Adult and Juvenile Probation, Globe Police Department, Hayden Police Department, Miami Police Department, Payson Police Department and, the United States Marshall's Office in conducting warrant roundups of drug and violent crime offenders . In addition, the task force will team up with the Gila County Meth Coalition, Community Bridges, the Gila County Attorney's Office, the Boys and Girl Club, community civic organizations, the Gila County and San Carlos School districts in providing drug awareness and K-9 demonstrations within the Gila County community. At present we have (2) D.U.I. checkpoint details planned in northern and in southern Gila County in partnership with the Arizona Department of Public Safety, Gila County Sheriff's Office, Globe Police Department, Miami Police Department, Payson Police Department, and the Tonto Apache Tribal Police Department. The task force will team up with K-9 units from the Arizona Department of Public Safety, Gila County Sheriff's Office. Globe Police Department, Payson Police Department and the United States Forest Service in conducting a drug interdiction / saturation of the major routes running through Gila County such as US 60, State Routes 70, 77, and 87. The task force will continue all case investigations with the involvement of our current participants, the Arizona Department of Public Safety, US Department of Drug Enforcement, US Forest Service, Phoenix Police Department, Gila County Sheriff's Office, and the Payson Police Department.

3. The Gila County Drug, Gang and Violent Crimes Task Force will continue providing drug awareness and training to the public sectors and assistance to the law enforcement agencies in and outside of Gila County.

4. The Gila County Drug, Gang and Violent Crimes Task Force will continue its collaborative efforts with the Crossing Hospice Care Center in destroying prescription medications that may otherwise find their way to the people in our community.

5. The Gila County Drug, Gang and Violent Crimes Task Force is an important and unique entity within Gila County because the task force brings together the intelligence, law enforcement agencies, tools, and needed personnel to start, complete, and prosecute cases that would otherwise go uninvestigated. As an example, the Gila County Task Force responds to the investigative needs of the Town of Miami and the Globe Police Department due to the absence of criminal investigators in their agencies. Additionally the task force combines its personnel with the Payson Police Department in conducting their case investigations.

Project Collaboration
Programs must demonstrate a strong collaborative effort in *each* of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with in connection with your grant (excluding participating agencies already identified in the 'General Information' section).

Enter narrative below:

Local Agencies

Apache County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates efforts to conduct case investigations, intelligence, and supplies personnel during major forest fires such as the 2011 (Wallow Fire).
Apache County ACCENT - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that may be conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

Chandler Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs, narcotic reversals, and warrants. K-9 training is also coordinated between Chandler P.D. and the task force.

Department of Economic Security- The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with D.E.S. providing intelligence-driven casework that supports both the Task Force projects as well as the Department of Economic Security.

Gila County Attorney's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates and promotes the legal interests of the county and promotes public safety by sharing the legal ramifications for drug abuse offenders in our communities. The Gila County Attorney's Office handles all the prosecutions, asset forfeiture and contracts to suspect use in case investigations along with legal opinions in coordination with the task force on case investigations.

Gila County Attorney's Office Diversion Division - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates knock and talk and search warrant activities during their home diversion visits of suspects on the diversion program.

Gila County Adult Probation Department - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with probation personnel on home visits and intelligence reference to subject(s) who are on probation and who may be involved in current criminal activity.

Gila County Juvenile Detention Center - The Gila County Drug, Gang, and Violent Crimes Task Force K-9 Unit collaborates with the detention staff on random K-9 narcotic drug sniff's of the detention center and juvenile housing areas.

Gila County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates investigations and assists in providing resource information to trustees about support and staying away from drugs once they are released. Additionally, they survey trustees on the familiarity with drugs, drug use and drug accessibility in the community to help define which areas the Meth Coalition and the Gila County Drug, Gang and Violent Crimes Task Force need to focus on for future programs and investigations.

Glendale Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinated interdiction efforts during Title 3 investigations.

Globe Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force K9 Sergeant coordinated efforts in K9 training of their narcotics detection K9 through 2012. The Gila County Drug, Gang, and Violent Crimes Task Force also assist the Globe Police Department with their investigative case work due to the absence of criminal investigation personnel in their agency.

Globe Fire Department - The Gila County Drug, Gang, and Violent Crimes Task Force K9 Sergeant coordinated efforts in locating, purchasing and training of a new arson detection K9 in 2011. Continued training for the certification of the K-9 is an on going

collaboration.

Hayden Police Department - The law enforcement agency in the town of Hayden and Winkleman supports the Gila County Meth Coalition by providing officer's to assist with presentations to local schools on the dangers of drugs. Their role within the Meth Coalition presentation helps tie in recent and plausible examples from the area.

Maricopa County Sheriff's Office - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Maricopa County Sheriff's Clandestine Drug Lab Task Force reference meth lab investigations, marijuana cultivation, and suspect intelligence.

Mesa Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate efforts with the Mesa Police Department Narcotics Unit on cases that involve suspects from the Gila County area living the Mesa area.

Miami Fire Department - The law enforcement agency in the town of Miami supports the Gila County Meth Coalition by providing officers to assist with presentations to the local schools on the dangers of drugs. Their role within the Meth Coalition presentations helps tie in recent and plausible examples from the area.

Payson Police Department - The law enforcement agency in the town of Payson supports the Gila County Meth Coalition by providing officers to assist with presentations to the local schools on the dangers of drugs. Their role within the Meth Coalition presentations helps tie in recent and plausible examples from the area. The Payson Police Department is also an active participant on daily case investigations.

Pima County Sheriff's Office-The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Pinal County Sheriff's Office-The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Phoenix Police Department Narcotics/Criminal Investigation Division - The Gila County Drug, Gang, and Violent Crimes Task Force join forces to gather intelligence, creating a data base on suspects involved in marijuana cultivation, and drug activity in the Phoenix metropolitan area with a nexus to Gila County. The Phoenix Police Department is also an active participant on daily case investigations.

Phoenix Police Department Fugitive Task Force - The Gila County Drug, Gang, and Violent Crimes Task Force teams up with the Phoenix Police Department Fugitive Task Force with intelligence on wanted suspects that have a nexus to Gila County area.

Show Low Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Snowflake / Taylor Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Superior Police Department - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Superior Police Department investigator by providing electronic surveillance equipment, personnel, and physical surveillance of drug targets in their area.

Yavapai County Sheriff's Office-The Gila County Drug, Gang, and Violent Crimes Task Force cooperate with each other on any intelligence that maybe conducive to furthering cases involving drugs and warrants.

Yavapai County PANT - The Gila County Drug, Gang, and Violent Crimes Task Force cooperate with each other on any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

Navajo County MCAT - The Gila County Drug, Gang, and Violent Crimes Task Force cooperate with each other on any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

State Agencies

Arizona Attorney General's Office Assest Forfeiture Unit - The Gila County Drug, Gang, and Violent Crimes Task Force works in partnership with the Arizona Attorney General's Forfeiture Unit in processing assest forfeiture cases that may not be able to be handled at the county level.

Arizona Department of Child Protective Services - The Gila County Drug, Gang, and Violent Crimes Task Force works together with the Arizona Department of Child Protective Services in Gila County to facilitate their case work as well as new drug cases that may involve juvenile(s) in a dangerous or violent atmosphere.

Arizona Department of Corrections - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any identified intelligence on gang members in the Gila County area as well as suspect(s) housed in the Gila County Sheriff's Office Jail and/or the Arizona Department of Corrections Globe Prison complex.

Arizona Department of Game and Fish - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Arizona Department of Game and Fish during marijuana cultivation investigations.

Arizona Department of Public Safety Highway Patrol Division - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates efforts with narcotic interdictions through their K-9 units and uniform personnel working the major thoroughfares such as US 60, State Route 70, State Route 77, State Route 188, State Route 288 and State Route 87.

Arizona Department of Public Safety GITEM - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any identified intelligence on gang members in the Gila County area as well as suspect(s) housed in the Gila County Sheriff's Office Jail and/or the Arizona Department of Corrections Globe Prison complex.

Arizona Department of Public Safety Special Operations Unit/Explosive Ordinance Division/Criminal Investigations Division - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Maricopa County Sheriff's Clandestine Drug Lab Task Force, D.E.A., and the Arizona Department of Public Safety reference meth lab investigations. The Gila County Drug, Gang, and Violent Crimes Task Force also provides instruction on clandestine meth lab entries during the Department of Public Safety SWAT School. The Department of Public Safety is also an active participant on daily case investigations.

HIDTA-Phoenix - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates information gathered on any criminal activity in and outside of the Gila County area.

RISSAFE - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates information gathered on any criminal activity in and outside of the Gila County area.

Out of State Agencies

Alamogordo Police Department, Alamogordo New Mexico - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Cincinnati Police Department, Cincinnati Ohio - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Durango Police Department, Durango Colorado - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Hoke County Sheriff's Office, Hoke County North Carolina - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Kansas City Police Department, Kansas City, Kansas - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Kansas City Police Department, Kansas City, Missouri - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Saint Louis Police Department, Saint Louis, Missouri - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence, criminal interdiction, and controlled drug deliveries in their area.

Federal Agencies

Bureau of Indian Affairs Criminal Investigation Division - The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

Federal Bureau of Investigation

San Carlos Apache Tribal Police Department, San Carlos, Arizona-The Gila County Drug, Gang, and Violent Crimes Task Force coordinate any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

San Carlos Apache Game and Fish Department, San Carlos, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

Tonto Apache Tribal Police Department, Payson, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

White Mountain Apache Police Department, White River, of Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, warrants, and marijuana cultivation.

United States Alcohol, Tobacco, Firearms and Explosives - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with intelligence sharing reference ongoing and current trends in weapon violation and explosive cases and case law. They also provide on-going K-9 Explosive Detection training for the (2) explosive detection K-9's assigned to the Gila County Drug, Gang, and Violent Crimes Task Force.

United States Border Patrol - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Border Patrol with intelligence on border crossing suspects and by providing training on clandestine labs.

United States Bureau of Land Management - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the United States Bureau of Land Management during marijuana cultivation investigations eradication operations

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United States Drug Enforcement Agency - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the United States Drug Enforcement Agency during marijuana cultivation investigations and case investigations that span outside and inside the State of Arizona and the United States.

United States Forest Service - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the United States Forest Service during marijuana cultivation / eradication investigations.

United States Immigration and Customs Enforcement - The Gila County Drug, Gang, and Violent Crimes Task Force coordinates with I.C.E. Agents on undocumented alien detention, intelligence, and identification.

United States Marshall's Fugitive Task Force - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Fugitive Task Force in tracking down wanted suspects and intelligence on subjects who may be associated.

Schools

The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Meth Coalition in conducting drug awareness presentations, K-9 demonstrations, and K-9 sniff's for contraband for the following public schools on a continuing basis.

Charles Bejarano Elementary School, Miami, Arizona
Copper Rim Elementary School, Globe, Arizona
Destiny Elementary School, Globe, Arizona
Globe High School, Globe, Arizona
Hayden Elementary School, Winkleman, Arizona
Hayden Junior High School, Winkleman, Arizona
Hayden High School, Winkleman, Arizona
High Desert Elementary School, Globe, Arizona
Liberty High School, Globe, Arizona
Los Lomas Elementary School, Miami, Arizona
Miami High School, Miami, Arizona
Tonto Basin Elementary School, Tonto Basin Arizona
Payson High School, Payson Arizona
Pine/Strawberry Elementary/Middle School, Pine Arizona
Rim Country Middle School, Payson Arizona
San Carlos Apache Junior High School, San Carlos, Arizona
San Carlos Apache High School, San Carlos, Arizona
Superior Head Start Academy, Superior, Arizona
St. Charles Parochial School, San Carlos, Arizona
Young Elementary, Middle, High School, Young, Arizona

Other Organizations

Arizona Public Service, Globe, Arizona - The company provides the Gila County Drug, Gang, and Violent Crimes Task Force with information on possible drug activity they may become aware of during their service calls.

Cobre Valley Regional Center - This local hospital provides patients with resources on drug abuse as well as insight to The Gila County Drug, Gang, and Violent Crimes Task Force about what sorts of things they are seeing residents deal with.

Community Bridges Drug and Alcohol Rehabilitation Globe and Payson, of Arizona – This organization collaborates with the Gila County Drug, Gang, and Violent Crimes Task Force and the Meth Coalition in providing education efforts and quality treatment for substance abuse disorder. Recovering addicts share their stories during the Meth Coalition presentations which help draw a clear picture for the attendees about the different stages of addiction and recovery. They also survey their intake patients and provide data on what sorts of drugs are being used in the community and how accessible they are. The Community Bridges Center provides an alternative for the Gila County Drug, Gang, and Violent Crimes Task Force in lieu of prosecution for a suspect to rehabilitate their lives instead of prosecution.

Crossing Hospice Care and Home Health Resources, Globe, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force responds to requests for destruction of medications left behind by Hospice patients to try and curb prescription drugs from reaching the street for illicit use.

Freeport McMorhan Copper and Gold, Miami, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force provides drug awareness training and K-9 detection for any contraband in their facility upon request.

Gila County Meth Coalition, Globe, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force collaborates with the Meth Coalition in providing drug awareness presentations to the public sector.

Horizon Human Health Service Behavioral Health Agency - We attend monthly meetings and they provide updates about their funding, the type of patients they are seeing and offer ideas for new programming

Payson Regional Medical Center local hospital – The medical center provides information on drug use and what they are seeing in general from incoming patients.

Pinto Valley BHP Mine, Miami, Arizona - The Gila County Drug, Gang, and Violent Crimes Task Force provides drug awareness training and K-9 detection for any contraband in their facility upon request.

Southwest Gas Company, Globe, Arizona – The company provides the Gila County Drug, Gang, and Violent Crimes Task Force with information on possible drug activity they may become aware of during their service calls.

Southern Gila County Networking Team - The Gila County Drug, Gang, and Violent Crimes Task Force attends quarterly meetings to discuss investigations and share intelligence with other agencies.

Describe in detail a recent collaboration, other than a service referral, involving one or several of the agencies listed above. Discuss the purpose of the collaboration, your agency's contribution to process and the outcomes. *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

In June 2011, the Gila County Drug, Gang, and Violent Crimes Task Force received intelligence through Tucson DEA Agents reference a possible vehicle transporting contraband traveling toward the Globe area. Due to the collaboration by Tucson DEA, the Gila County Drug, Gang, and Violent Crimes Task Force K9 Unit, Arizona Department of Public Safety, and the Gila County Sheriff's Office the vehicle was located and stopped at the U.S. 60 and State Route 70 Junction. The results were (229) pounds of marijuana seized along with (1) vehicle, (1) horse trailer with a (6) year old racking mule, ($1,319.00) currency and (1) suspect arrested. The Arizona Attorney General's Office Forfeiture Unit followed through with the forfeiture process and awards of the currency, vehicle, horse trailer and mule were accomplished. The mule (Amy) was put into service with the Gila County Sheriff's Office Mounted Posse and to date is the first animal seized in a drug case to be put into service in Gila County.

In September 2011, the Gila County Drug, Gang and Violent Crimes Task Force collaborated intelligence with the Phoenix F.B.I. Fugitive Task Force reference two violent sex offenders they had been trying to locate in the Globe area. The Gila County Drug, Gang, and Violent Crimes Task Force located both suspects at the Claypool Safeway where both were taken into custody.

In December 2011, the Gila County Drug, Gang, and Violent Crimes Task Force interdicted a vehicle at the U.S. 60 and State Route 70 Junction. The vehicle was occupied by two subjects traveling from the Wilcox/Bowie area. This traffic stop / investigation lead to the discovery of (233) pounds of marijuana being discovered in the vehicle with both suspects being taken into custody. During this investigation the driver decided to cooperate with law enforcement agreeing to a controlled delivery to the drugs initial destination, which was the Phoenix metropolitan area. The Gila County Drug Task force coordinated the controlled delivery of the narcotics with the Phoenix Police Department Narcotics Unit, Phoenix HIDTA, and RISSAFE to the Phoenix metropolitan area. The results were, (3)

additional suspects arrested and (1) vehicle seized.

Evaluation Plan
How will you evaluate the effectiveness of the program activities? *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

Each month, the Gila County Drug, Gang, and Violent Crimes Task Force Commander will compile statistical data filled out by each investigator on a task force-generated "Alliance Report "form. The hand counted information will be summarized monthly and the monthly data will in turn be reported to ACJC in an on-line quarterly report.

Gila County task force personnel will meet periodically to discuss any statistical data needed to be reported and where that data stands with our goals and objectives to interdict, assist, initiate, and prosecute cases. Also informant status will be covered to insure if any new ones have been signed up or there's a need to deactivate old informants due to inactivity.

The Gila County Drug, Gang, and Violent Crimes Task Force will, in collaboration with the Meth Coalition, evaluate the drug awareness presentations by taking surveys from the different groups that receive the presentations. The Community Bridges Program will also team up with the Gila County Task Force in providing an alternative for suspects such as rehabilitation, in lieu of prosecution in the courts when the situation is feasible. As well as doing presentations Task Force personnel document any information received and the number of attendees which is documented on the Task Force Alliance Report Form.

Goal: To reduce or disrupt the flow of illicit drugs imported, transported, and sold in the community.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Increase arrest for importing/transportingof illicit drugs.	%	5	Number of arrests for tansport/import of drugs.
Increase arrests for the distribution of illicit drugs.	%	5	Number of arrests for distribution/sale of drugs.
Increase arrests for the distribution of illicit drugs	%	10	Number of arrests for buying/receiving drugs.
Disrupt methamphetamine labs.	%	5	Increase number of methamphetamine related investigations.
Disrupt methamphetamine labs.	%	1	Increase number of clandestine labs seized.
Disrupt methamphetamine labs.	%	1	Increase number of methamphetamine dump sites discovered.
Disrupt methamphetamine labs.	%	1	Increase number of methamphetamine sites referred for mitigation/cleanup.
Disrupt or dismantle Drug Trafficking Organizations.	%	2	Increase number of DTO's disrupted.
Disrupt or dismantle Drug Trafficking Organizations.	%	1	Increase number of DTO's dismantled.
Arrest members of criminal street gangs.	%	2	Increase number of arrests of criminal street gang members.

Goal: Strenghten collaborative partnerships between federal, state, and local law enforcement and prosecutorial agencies.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Conduct coordination or collaboration activities with other agencies.	%	6	Increase number of deconfliction events.
Conduct coordination or collaboration activities with other agencies.	%	4	Increase number of tips/leads referred to other task forces.
Conduct coordination or collaboration activities with other agencies.	%	1	Increase number of counterterrorism referrals.
Conduct coordination or collaboration activities with other agencies.	%	2	Increase number of drug-endagered child referrals or calls to CPS.
Conduct coordination or collaboration activities with other agencies.	%	10	Increase number of drug interdiction activity assists.
Conduct intelligence driven, collaborative investigations.	%	4	Increase number of intelligence-driven, collaborative investigations.
Conduct intelligence driven, collaborative investigations.	%	4	Increase number of intelligence-driven investigations resulting in arrest.
Conduct intelligence drive, collabrative investigations.	%	4	Increase number of intelligence-driven investigations resulting in drug seizures.

Goal: Provide traning for law enforcement agencies on the local, state, and federal level reference clandestine labs, tactical S.W.A.T. lab entries, K-
9 interdiction and use, marijuana cultivation and eradication.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Provide training needs when requested.	%	2	Documentation on the Task Force alliance report.
Provide training needs when requested	%	2	Keep a monthly and quarterly log of activities conducted taken from the Task Force Alliance reports.

Goal: Eradicate marijuana cultivation grows.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
A collaboration between Phoenix Police Department, D.E.A., the U.S. Forest Service, D.P.S., Gila County Sheriff's Office, and the Gila County Task Force.	%	6	Initiate investigations and arrests on suspects cultivating.

Goal: To continue working with Crossing Hospice in the destruction of pharmaceutical narcotic drugs associated with deceased individuals.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
To provide a safer community a cooperative endeavor has been implemented between the Gila County Drug Task Force and Crossing Hospice for disposal and destruction of prescription narcotics. This will promote a safer community in an effort to curtail the	%	40	The Commander wil utilize alliance reports and keep a running log of activities conducted.

flow of prescription narcotics from being re-introduced back into the community.			

Goal: Continue a coordinated collaborative effort with the Gila County Meth Coalition in providing drug awareness presentations.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Provide presentations upon requests.	%	12	Increase number of presentations in the community.
Provide presentations upon requests.	%	12	Document training, location, and number of attendees on the Task Force Alliance Report.

Goal: Attend updated tranining reference drugs, interdiction, weapons, investigative methods, and suspect intelligence.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
Find locally provided seminars/classes within Arizona.	%	5	Documentation will be made on the Task Force Alliance report.

Personnel
Enter narrative below:
Drug, Gang and Violent Crime Task Force consists of: a Commander, 1 Sergeant, and 3 Agents (Grant Funded G.C.S.O. positions)

Full Time/Part Time

Position Title	# Pos (FTE)	Annual Salary	Subtotal Salary	ERE Rate	ERE Subtotal	Total
Commander	1	$68,993.60	$68,993.60	31.97%	$22,057.25	$91,050.85
Sergeant	1	$56,617.60	$56,617.60	45.33%	$25,664.76	$82,282.36
Agent	1	$46,467.20	$46,467.20	47.27%	$21,965.05	$68,432.25
Agent	1	$45,344.00	$45,344.00	48.47%	$21,978.24	$67,322.24
Agent	1	$45,344.00	$45,344.00	48.47%	$21,978.24	$67,322.24
						Salary Subtotal: $262,766.00
						ERE Subtotal: $113,644.00
						Total: $376,410.00

Overtime

Position Title	Hours	Hourly Wage	Subtotal Wages	ERE Rate	ERE Subtotal	Total
						Wages Subtotal: $0.00
						ERE Subtotal: $0.00
						Total: $0.00

ERE Breakdown

Enter narrative below:
Employer related expenses consist of the following for Commander Sanchez:
AZ LTD: 0.23%
AZ State Retirement: 9.87%
Deputies ACR: 10.51%
Life Only: 0 .09%
Fica/Medicare: 7.65%
Deputies Worker's Comp: 3.6209%

Employer Related Expenses for Sgt. Baxley:
Health Insurance: 12.63%
Deputies Retirement: 21.43%
Fica/Medicare: 7.65%
Deputies Workers Comp: 3.6209%

Employer Related Expenses for Agent Newman:
Health Insurance: 15.39%
AZ Ret. LTD: .23%
AZ Retirement: 9.85%
Deputies ACR: 10.51%
FICA/Medicare: 7.65%
Deputies Wōrker's Comp: 3.6209%

Employer Related Expenses for Agent DalMolin:
Health Insurance: 15.77%
Deputies Retirement: 21.43%
FICA/Medicare: 7.65%
Deputies Worker's Comp: 3.6209%

Employer Related Expenses for Agent VanBuskirk (resigned 3/19/12):
Health Insurance: 15.77%
Deputies Retirement: 21.43%
FICA/Medicare: 7.65%
Deputies Worker's Comp: 3.6209%

Consultant/Contractural Services
Enter narrative below:

Expense Type	Hours	Rate	Total
			Total: $0.00

Travel (In State)
Enter narrative below:

Expense Type	Units	Amount	Total
			Total: $0.00

Travel (Out of State)
Enter narrative below:

Expense Type	Units	Amount	Total
			Total: $0.00

Confidential Funds
Enter narrative below:

Expense Type	Amount	Total
		Total: $0.00

Other Operating Expenses
Enter narrative below:

Expense Type	Type	Quantity	Each	Total
				Supplies Subtotal: $0.00
				Registration/Training Subtotal: $0.00
				Other Subtotal: $0.00
				Total: $0.00

Equipment Purchases
Enter narrative below:

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

If matching funds are required for this grant program, provide a description of what funds will be used as the required match.
Matching funds that are required will come from the general fund.

Total Project Cost
State: $0.00 Federal: $282,308.00 Match: $94,102.00 Grand Total: $376,410.00

—

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

Audit Requirements
Enter the date of your jurisdiction's most recent A-133/Financial Audit Report Single Audit Report. If the A-133 is not current submit to the Commission:

- A copy of the letter received from the cognizant or audit oversight agency approving your request for an extension, or
- A copy of the letter requesting an extension to file; and submit any follow-up correspondence received from the cognizant or oversight agency.

6/30/2010

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

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

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

How frequently do you post to the General Ledger?
Daily

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

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

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

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

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

Are all accounting entries and payments supported by source documentation?
Yes

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

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

Does the organization maintain written codes of conduct for employees?
Yes

Does the organization maintain written procurement policies and procedures?
Yes

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

Is there a separate bank account maintained for grant funds?
Yes

Are the officials of the agency bonded?
Yes

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

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

–

Please upload any additional documentation here. You may upload multiple files if necessary.

NOTE:
Non-profit organizations can demonstrate its non-profit status in any one of four methods. Please attach one of the following to this application:

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

Max size per upload 10MB.

Arizona Department of Public Safety Letter of Participation.pdf
City of Phoenix Letter of Participation.pdf
Payson Police Letter of Participation.pdf
United States Department of Agriculture Letter of Participation.pdf
D.E.A. Letter of Participation.pdf
Gila County, AZ Single Audit Year Ended June 30, 2010 Part 1.pdf
Gila County, AZ Single Audit Year Ended June 30 2010 Part 2.pdf
Department of Economic Security Letter of Participation.pdf

The applicant agrees that ACJC grant funds are not to be expended on any indirect costs that may be incurred in administering the funds.

The applicant agrees that payment obligation is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation.

The applicant agrees to provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management, and the efficient disbursement of grant funds. In addition, agrees to retain all books, account reports, files, and other records for a period of five years after the completion of the expiration of the project. All such documents shall be subject to inspection and audit at reasonable times.

The applicant agrees to submit financial and activity reports through mechanisms or forms provided and frequency needed to the Commission.

The applicant has read and agrees to comply with the requirements concerning program income as set forth in the Office of Justice Programs (OJP) Financial Guide, Chapter 9 Program Income if the program generates or expends program income; has read and agrees to abide by the conditions concerning confidential funds as set forth in the Office of Justice Programs (OJP) Financial Guide Chapter 17 Confidential Funds if grant funds or Anti-racketeering funds (RICO) will be used for this project; and has read and agrees to abide by the requirements of 28 CFR Part 23 if grant funds or anti-racketeering funds (RICO) will be used to support a Criminal Intelligence System.

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

ARF-1305 **Regular Agenda Item 4- E**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	Don McDaniel Jr., County Manager	Submitted By:	Janice Cook, Administrative Services Manager, Deputy County Manager
Department:	County Manager		
Fiscal Year:	12/13	Budgeted?:	Yes
Contract Dates Begin & End:	7/1/12-6/30/22	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:	Don McDaniel/John Nelson		

Information

Request/Subject

Third Amended Intergovernmental Agreement (IGA) with Arizona Counties Insurance Pool (ACIP).

Background Information

The Arizona Counties Insurance Pool is a consortium of 11 Arizona counties established in 1992 for the purpose of jointly and cooperatively purchasing insurance, including reinsurance, pooling retention of its members' exposure for property, fidelity and liability losses and providing for the payment of such property loss, fidelity loss or claim of liability made against any of its members, including any elected or appointed official, officer or employee covered by the pool. In 1994, ACIP expanded its scope to include a Workers' Compensation Pool for its member counties with a separate IGA.

The proposed Third Amended IGA will combine all ACIP operations into one agreement, replacing the two current IGA's -- one for the property and casualty pool and one for the worker's compensation pool.

Evaluation

Administration believes that the proposed IGA, which combines the property and casualty operation with the workers' compensation operation, provides for greater financial flexibility and more individualized participation in the insurance programs for ACIP's member counties.

The proposed IGA also addresses ambiguities with its clearer, more concise language and brings ACIP's authority to settle claims to modern levels by recognizing the current state of affairs in litigation.

Conclusion

Administration believes the proposed IGA provides for more efficiency in ACIP's operations; brings the contract language and provisions up-to-date; and, strengthens the structure and integrity of the Pool.

Recommendation

Administration recommends approval of the Third Amended Intergovernmental Agreement, as submitted, between Gila County and the Arizona Counties Insurance Pool.

Suggested Motion

Information/Discussion/Action to approve the Third Amended Intergovernmental Agreement between Gila County and the Arizona Counties Insurance Pool which shall become effective upon the later of July 1, 2012, or the approval of all parties as provided in paragraph 22 of the IGA, and shall continue in force and effect for a period of ten years or until terminated in accordance with the terms and provisions of the Agreement and, further, may be renewed for an additional ten-year term by mutual agreement by part or all of the parties prior to the expiration of the original or any renewal term of the Agreement. **(Don McDaniel/John Nelson)**

Attachments

Counsel Memo

IGA-Redline with Comments

Third Amended IGA with ACIP-FINAL

Legal Explanation

JENNINGS, STROUSS & SALMON, P.L.C.

MEMORANDUM

To: County Attorneys: Apache, Cochise, Gila, Graham, Greenlee, La Paz, Mohave, Navajo, Pinal, Santa Cruz, and Yavapai Counties
From: Kenneth Sundlof, General Counsel to the Arizona Counties Insurance Pool
Subject: Proposed Third Amended Intergovernmental Agreement
Date: May 18, 2012

Over the past several months we have worked with the Arizona County Insurance Pool and its member counties to develop a new more modern foundational agreement. This document will be presented to the ACIP Board of Trustees soon, but I wanted to give each of you a preview of the document, as we will be looking to a July 1 effective date.

The proposed Third Amended Intergovernmental Agreement is intended to be the new governing agreement for ACIP. It will replace the two current intergovernmental agreements, one for the property and casualty pool and one for the workers' compensation pool, combining all operations into one agreement.

I am attaching for your review:

- The new proposed Third Amended Intergovernmental Agreement and
- A redline comparison to the current Second Amended Intergovernmental Agreement, with comments as to the changes.

Here are some of the advantages of entering into this new agreement:

1. The Agreement combines the property and casualty and workers compensation pools into one agreement. This does not change the substance of how these pools are operated. But, it does provide greater financial flexibility, as positive and negative balances in the two pools can be netted.

2. The Agreement provides greater flexibility. While there is no intent to change the operations of ACIP, the agreement allows members to participate differently in different insurance programs.

3. The language of the Agreement now provides clear authority for all of the various insurance programs offered by ACIP.

4. The Agreement cleans up language on risk management programs and on objections to payment of claims.

5. The Agreement increases ACIP's authority to settle claims to modern levels, from $15,000 to $50,000.

6. The Agreement preserves the integrity of ACIP by

a. anticipating problems with a member by giving the authority to the Board of Trustees, on a two thirds vote, to expel a member.

b. Strengthening the authority of ACIP to remain whole when a member leaves ACIP.

I am available to explain or discuss any of the changes with any of you.

To be effective this agreement has to be approved by all of the members, and approved as to form by all of the county attorneys.

Ken

~~SECOND~~ THIRD AMENDED

INTERGOVERNMENTAL AGREEMENT

1. Parties. The Parties to this Agreement are Arizona Counties, and other public ~~entities~~ agencies as approved by the Pool, which are signatories hereto ("Party" and/or "Parties")~~ and other Arizona counties participating in this Agreement by way of Addenda ("Party" and/or "Parties")~~. The parties enter into this Intergovernmental Agreement ("Agreement") to ~~form a risk retention pool~~ provide to the Parties insurance and insurance services relating to their exposures for property, fidelity, employment, employer's liability, workers' compensation, liability losses, and other loses as may be permitted by law, pursuant to A.R.S. ~~Section~~§§ 11-952 and 11-952.01 under the name Arizona Counties Insurance Pool ("~~Pool~~ACIP").

2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

2.1 Arizona Revised Statues § 11-952 provides that two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action.

2.2 Arizona Revised Statutes § 11-952.01(A) permits two or more public agencies to enter into contracts or agreements for the joint purchasing of insurance, including reinsurance, or to pool retention of their ~~risks~~ exposures for property, fidelity and liability losses and to provide for the payment of such property ~~losses~~ loss, fidelity loss or claim~~s~~ of liability made against any member of ~~the Pool~~ the pool, including any elected or appointed official, officer or employee covered by the pool, on a cooperative or contract basis with one another.

2.3 Arizona Revised Statues § 11-952.01 (B) permits two or more public agencies to establish a workers' compensation pool to provide for the payment of workers' compensation claims pursuant to title 23, chapter 6 on a contract basis with one another.

2.4 The governing board of each Party has determined that it is in the Party's best interest and in the public interest that this Agreement be executed and that each Party shall participate ~~as a member of the Pool created by~~ in ACIP as set forth in this Agreement.

2.5 The governing board of each Party has determined that that Party should join together with the other Parties for ~~the purposes of~~ the purposes of:

a. Providing coverages for:

1. property,
2. automobile liability,
3. workers' compensation and employer's liability,
4. general liability, including employment practices liability, public officials liability, and law enforcement liability, and
5. automobile physical damage,

and at the option of the Board other coverages as may be permitted by law;

b. developing effective risk management programs to reduce the amount and frequency of their losses;

c. pooling their self-insured losses;

d. jointly purchasing excess insurance or reinsurance; ~~and~~

e. adopting Memoranda of Coverage;

f. providing claims services and claims administration;

g. providing or purchasing such administrative services as the Board of ~~Trustees of the Pool~~ ACIP determines is necessary for the appropriate administration of ~~the Pool~~ ACIP, and;

h. purchasing or providing other insurance or risk management services.

3. Term of Agreement. This Agreement shall become effective ~~upon its execution and filing with the Secretary of State in accordance with A.R.S. § 11-952 and § 11-952.01~~ upon the later of July 1, 2012 or the approval of all parties as provided in paragraph 22, and shall continue in force and effect for a period of ten years or until terminated in accordance with the terms and provisions of this Agreement. This Agreement may be renewed for an additional ten year term by mutual agreement by part or all of the Parties prior to the expiration of the original or any renewal term of this Agreement.

4. Modification of Agreement. This Agreement may be modified and/or amended by Addenda. An addendum shall be effective when approved by all the Parties. An addendum may include an agreement by the Parties to add new parties

or to permit a new or existing party to participate in ~~the Pool~~ ACIP on terms and conditions different than those set forth in this Agreement.

5. Coverages. Coverages shall be as follows:

5.1 The specific ~~risks~~ exposures covered by ~~the Pool~~ ACIP, the procedure for making claims against ~~the Pool~~ ACIP, ~~the means and procedures for defending against such claims,~~ the persons or entities to be indemnified by ACIP ~~such Pool~~, the limitations and exclusions on coverage, and various other matters necessary or appropriate to the functioning of ~~the Pool~~ ACIP are more particularly described in the ~~Memorandum~~ one or more Memoranda of Coverage and Bylaws which shall be adopted by the Board ~~of Trustees of the Pool (hereinafter referred to as "Board")~~. The terms of the Memoranda~~um~~ of Coverage may be amended by a majority vote of the Board from time to time; provided that all Parties shall be given at least ninety ~~(90)~~ days prior written notice thereof; and provided further that the form of the Memoranda~~um~~ of Coverage shall be similarly amended at the same time for all Parties. The participation of a Party in any Memoranda of Coverage may be under different terms from other parties, as determined by the Party and the Board, and as defined by separate agreement.

5.2 The Board shall process, ~~and~~ defend and pay all claims against the Parties which are included under the scope of the Memoranda~~um~~ of Coverage and as otherwise determined by the Board. The Parties shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. A list of current claims of each Party together with the status (pending) or disposition of each claim, shall be provided periodically to each Party. Each Party shall be notified as required by section ~~17~~18~~.1~~ prior to settlement or payment of claim.

5.3 ACIP shall develop and implement programs for risk management and loss control and make them available to the Parties. The Parties may act cooperatively to share information and to implement programs developed by individual parties.

5.4 A Party is not relieved of its liability for claims against the Party incurred during the Party's participation in this Agreement, except through the payment of losses by ACIP or by the Party.

6. Participation. Based on such understandings and in furtherance of such purposes, the Parties agree to establish and participate in ~~the Pool~~ ACIP under the following terms and conditions:

~~6.1 This Agreement shall continue until July 1, 1998, unless earlier terminated as provided herein or extended by mutual agreement.~~

6.1 Participation in this Agreement may not be terminated by any Party during the initial thirty-six ~~(36)~~ months after the initial entry ~~day~~ date of a Party except that coverage may be suspended or terminated as provided herein for nonpayment of premiums or other violations by a Party ~~of~~ under the terms of this Agreement.

6.2 Participation in this Agreement may be terminated by any of the Parties, at any time after the initial thirty-six ~~(36)~~ months from initial entry, effective as of the last day of ~~the Pool~~ ACIP's fiscal year, by written notice of termination given at least ~~ninety (90) days~~ one year prior to the last day of ACIP's fiscal year. ~~prior to such anniversary date.~~

~~6.3 This Agreement may be renewed for an additional ten (10) year term by mutual agreement by part or all of the Parties prior to the expiration of the original or any renewal term of this Agreement.~~

6.3 Participation in this Agreement may be terminated as to any Party by a two thirds vote of the Board.

7. Termination of ~~the Pool~~ ACIP. ~~the Pool~~ ACIP shall be terminated upon the first to occur of any of the following events:

7.1 When all Parties but one in ~~the Pool~~ ACIP have ceased to participate;

7.2 At such time as the Board shall determine that the number of participating Parties and/or the size of ~~the Pool~~ ACIP is too small to adequately indemnify against the ~~risks~~ exposures specified in the Memoranda~~um~~ of Coverage, by a two-thirds affirmative vote of the Board.

Any termination pursuant to 7.2 above shall not be effective until the Board shall have given each participating Party at least six months ~~ninety (90) days'~~ written notice of such termination. Upon termination of ~~the Pool~~ ACIP, adequate provisions shall be made for all pending and anticipated claims against the Parties based on a sound actuarial study.

8. ~~Pool~~ ACIP Funding. ~~the Pool~~ ACIP shall be funded as follows:

8.1 Deposit of ~~Premium~~Contribution. ~~As of the effective date of this Agreement, on or before the first day of each fiscal year of the~~

~~Pool thereafter,~~ At such dates as may be determined by the Board, the anticipated liabilities and expenses of ~~the Pool~~ ACIP for the fiscal year or portion thereof shall be ~~actuarially~~ calculated ~~by the Administrator~~ based on use of services, loss history, and other underwriting criteria ~~the Pool~~ ~~and~~ as approved by the Board. Such liabilities and expenses shall include expected losses to be covered by the Memorand~~aum~~ of Coverage, the cost of excess insurance and reinsurance, the costs of claims services, the cost of other administrative services, and other costs deemed appropriate by the Board. Such liabilities and expenses shall be allocated among ~~the Pool~~ ACIP's participating Parties based on the pro rata exposure of each Party ~~as that Party's exposure relates to the total exposure of the Pool~~ ~~The amount of each Party's exposure shall be~~ and as otherwise determined by ~~the Pool Administrator and approved by~~ the Board based on each Party's utilization of resources ~~upon criteria and rating assumptions uniformly applied to each Party~~. Each Party agrees to furnish all information requested by the ACIP ~~Pool Administrator~~ as necessary to determine the relative exposure of the ~~Party~~Parties. ~~The~~ Each Party shall pay its deposit premium for the whole year to ~~the Pool~~ ACIP in cash within thirty ~~(30)~~ days of such notification, or by such later date as shall be specified in the notice.

8.2 Retrospective ~~Premium~~ Contribution Adjustment. A retrospective ~~premium~~ contribution calculation formula ~~shall~~ may be ~~as~~ adopted by the Board prior to the beginning of each fiscal year. The formula shall consider the expenses of ACIP and the losses and exposures of each Party and of the entire Pool. The deposit ~~premium~~ contribution paid for the fiscal year shall be applied as a credit against the retrospective ~~premium~~ contribution. Retrospective ~~premium~~ contribution adjustments for each fiscal year shall be made eighteen ~~(18)~~ months after the close of the year and shall continue until all claims are closed or until the Board determines that sufficient facts are known to make a final adjustment for the year. Each Party shall remain liable for such adjustment regardless of the Party's withdrawal from participation or the termination of this Agreement.

8.3 Assessment. If ~~the Pool~~ ACIP becomes insolvent or is otherwise unable to discharge its legal liabilities and other obligations, each Party shall be assessed by the Board for an additional contribution ~~equal to its contribution for the then current fiscal year divided by the contribution of all participants for such year, times the amount of the deficiency, up to the limit specified in A.R.S. 11-952.01(H)~~. In such case the Board shall determine the cause of the insolvency, which may be an overrun in expected costs in one or more risk retention pools, or an

overrun in administrative costs. The Board shall assess contributions in a manner that reflects each party's participation in the cause or causes of the insolvency, up to the limit specified in A.R.S. § 11-952.01(O). For example, if the insolvency is caused by overruns in a particular risk retention pool, then only those Parties participating in that risk retention pool shall be subject to assessment. Each such assessment, and the manner of calculating the same, shall be given to each Party in writing, and the Party shall thereafter have sixty ~~(60)~~ days in which to pay ~~the amount of~~ such assessment. Each Party shall remain liable for such assessments, regardless of the Party's withdrawal from participation or the termination of this Agreement for liabilities of the Pool incurred during the Party's period of membership.

8.4 ~~Loss~~ Claims Reserves. ~~the Pool~~ ACIP shall maintain funds adequate to pay incurred claims which shall include known incurred losses and an estimate of incurred but not reported claims as may be appropriate for pooling participation. ~~the Pool~~ ACIP shall also maintain contingency margins deemed appropriate by the Board.

8.5 Banking Relationships. ~~the Pool~~ ACIP may enter into ~~a~~ financial services agreements with banks and other financial institutions and may issue checks in its own name to carry out the terms of this Agreement. ACIP may invest its monies in equity securities, mutual finds and investment funds registered with the United States Securities and Exchange Commission, debt obligations and any eligible investment permitted by A.R.S. § 35-323. ~~Controls shall be established and funds shall be invested so that the Pool is managed in a conservative, prudent manner, as shall be more explicitly set forth in the Bylaws~~.

8.6 Distribution of Surplus. At the termination of ~~the Pool~~ ACIP's existence, any surplus funds in ~~the Pool~~ ACIP over and above those necessary to pay or reserve against the expenses and liabilities of ~~the Pool~~ ACIP shall be distributed among the then existing Parties that are participants in ~~the Pool~~ ACIP. Such distribution shall be allocated among such participants as required by law and as may be determined by the Board ~~in proportion to the payment made by each Party during the preceding five years~~.

9. Workers' Compensation Provisions. The following provisions shall apply to the provision of workers' compensation insurance only:

9.1 ACIP shall provide such coverages to the employees of the Parties as meet the requirements for a self-insured employer under A.R.S. § 23-961.

9.2 The Board from time to time may, at its discretion, distribute surplus funds, or apply surplus funds to a Party's balance in other risk retention pools, based upon an experience formula as may be approved by the Board. Any experience formula shall be approved by a two thirds vote of the Board.

10. Suspension. In the event any Party shall fail to make its contribution as specified herein, or shall fail to comply with any of the other terms of this Agreement, or the membership conditions as set forth in the Bylaws, the Board may, if such default is not cured within ten ~~(10)~~ days' written notice to the Party, suspend the Party's coverage under this Agreement for a period of up to eighty ~~(80)~~ days without further notice or action. The notice of default shall advise the Party that if the default is not cured within the ten ~~(10)~~ day period, termination of the Agreement may occur ninety ~~(90)~~ days after the notice of default. During such eighty ~~(80)~~ day suspension period, the Board shall determine if suspension shall be made permanent, in which case the Agreement shall be deemed terminated effective as of the ninety ~~(90)~~ days following from the written notice of default, or the circumstances, if any, under which the Party's participation in ~~the Pool~~ ACIP and the effectiveness of this Agreement may be restored. Should the Party be permanently suspended and this Agreement terminated, the Party shall forfeit all rights to any distribution of ~~Pool~~ ACIP surpluses or property upon the termination of ~~the Pool~~ ACIP. Regardless of such termination, however, the Party's liability for retrospective premiums and assessments under Section 8~~.2~~ above shall be unaffected.

11. Effect of Withdrawal or Expulsion. The withdrawal or expulsion of any Party after its inception in ~~the Pool~~ ACIP will not terminate its responsibility:

11.1 to cooperate fully with ~~the Pool~~ ACIP in determining the cause of losses and the settlement of claims as described in the Memoranda~~um~~ of Coverage;

11.2 to pay any retrospective premium adjustments and assessments determined by the Board to be due and payable for each year of participation;

11.3 to provide the ~~Administrator~~ Executive Director with such statistical and loss experience data as may be necessary for the ~~Administrator~~ Executive Director to carry out this Agreement; and

11.4 to cooperate with the Board and assist the ~~Administrator~~ Executive Director and any insurer, common claims adjuster or legal ~~council~~ counsel retained by ~~the Pool~~ ACIP, in all matters relating to this Agreement.

11.5 to pay all expenses of claims administration, administrative expense and other costs incurred in administering claims run off or the purchase of tail coverage; and

11.6 to pay any other expenses incurred by ACIP due to reductions in force or other employee or contract expenses incurred by the departure of the particular Party and particular to that Party.

12. Board of Trustees. ~~the Pool~~ ACIP shall be ~~operated~~ administered by a Board of Trustees consisting of at least five ~~(5)~~ persons who are elected officials or employees of the Parties. Each Party shall appoint a Board member if there are at least five Parties signatory hereto. If there are less than five Parties signatory hereto, each Party shall appoint two Board members. Each Party must designate its Board member in writing. Each Board member shall be entitled to one vote in all matters that come before the Board.

13. Loss Control. ACIP may, with the approval of the Board, establish Loss Control Programs to be adopted and implemented by the Parties. The Executive Director may issue periodic loss-control recommendations to assist in control of identified risks. ACIP may, in its discretion, make services available to the Parties to assist in the implementation of a Loss Control Program or loss-control recommendations. The Parties agree that they will cooperate in the implementation of any and all loss-control recommendations and Loss Control Programs. Should any Party disagree with a loss-control recommendation issued by the Executive Director, that Party may request that the Board review the recommendation at its next scheduled meeting. A decision by the Board shall be final and binding on all Parties. Failure by a Party to comply with a directive by the Board may be subject to suspension pursuant to Section 10 of this Agreement.

~~the Pool will supply loss control services to the Parties to assist them in following the plan of loss control that may result in reduced losses. The Administrator shall provide all of the services as provided in an Agreement entered into between the Administrator and the Pool on behalf of the Pool members. The Parties agree that they will cooperate in instituting any and all loss control recommendations. In the event that the loss control recommendations submitted by the Administrator on behalf of the Pool seem unreasonable, the Party has a right to appeal to the Board. The Board shall hear the objections of the Party at the next regularly scheduled meeting and decisions of the Board will be final and binding upon all the Parties. Any Party who does not agree to follow the decision of the Board may be subject to suspension as provided herein.~~

14. Duties of the Board. The Board shall:

14.1 Establish the terms and conditions of coverage within ~~the Pool~~ ACIP, including exclusions of coverage;

14.2 Ensure that all claims covered by the Memoranda~~um~~ of Coverage for which each member incurs liability during the Party's period of membership are paid promptly;

14.3 Take all necessary precautions to safeguard the assets of ~~the Pool~~ ACIP;

14.4 Maintain minutes of its meetings;

14.5 Designate an ~~administrator~~ Executive Director to carry out the policies established by the Board and this Agreement and provide day-to-day management of ~~the Pool~~ ACIP and delineate in the written minutes of its meetings the areas of authority delegated to the Executive Director ~~administrator~~; and

14.6 Notify the ~~Arizona~~ Director of the of Department of Insurance and the Director of the Industrial Commission of the existence of the Pool and file with such Director and with the Arizona Attorney General a copy of this Agreement, which the Attorney General shall file with the Secretary of State as prescribed by ~~Section~~ A.R.S. § 11-952.01(H)~~(3)(6)~~.

In accordance with A.R.S. § 11-952.01(~~C~~J), the Board shall not:

a. Extend credit to a Party for payment of a premium, except pursuant to payment plans established by the Board; and

b. Borrow any monies from ~~the Pool~~ ACIP or in the name of ~~the Pool~~ ACIP except in the ordinary course of business.

15. Powers of the Board. The Board may:

15.1 Establish offices where necessary in the State of Arizona and employ necessary staff to carry out the purposes of ~~the Pool~~ ACIP;

15.2 Retain legal counsel ~~council~~, actuaries, auditors, engineers, private consultants, claims adjustors and advisors;

15.3 Make and alter Bylaws and rules pertaining to the exercise of its purpose and powers;

15.4 Purchase, lease or rent real or personal property as the Board deems necessary;

15.5 Enter into financial services agreements with banks and issue checks in its own name as provided in paragraph 8.5 above; and

15.6 Perform claims administration services and defend and settle claims; and

15.6 Perform such other matters and enter into other contracts as may be necessary to carry out this Agreement.

16. Inspection and Audit. ~~the Pool~~ ACIP and its representatives shall be permitted, but shall not be obligated, to inspect each Party's properties and operations at any time. Neither ~~the Pool~~ ACIP's right to make inspections nor the making thereof shall constitute an undertaking, on behalf of or for the benefit of the Party or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule, or regulation.

16.1 ~~the Pool~~ ACIP may examine and audit a Party's books and records at any time during the period the Agreement is in effect, and during any extensions hereof, and within three years after the final termination of this Agreement, insofar as said books- and records may relate to the subject matter of this Agreement.

16.2 ~~the Pool~~ ACIP shall be audited annually at the expense of ~~the Pool~~ ACIP by a certificated public accountant, and a copy of the report shall be submitted to the governing boards of the Parties and to the Director of the Department of Insurance. The Board shall obtain an appropriate actuarial evaluation of the claim reserves of ~~the Pool~~ ACIP including an estimate of the incurred but not reported claims. ~~the Pool~~ ACIP shall also pay the cost of any examination of ~~the Pool~~ ACIP and its reserves by the Director of Insurance as permitted by A.R.S. § 11-952.01(F).

17. Bylaws and Rules of Operation. The Board may make bylaws and rules pertaining to the exercise of its purpose and powers. The ~~initial~~ current ACIP Bylaws ~~for the Pool~~ shall ~~be adopted no later than six (6) months from the time~~ continue in full force and effect under this Agreement provided that the ~~is executed~~. ~~The~~ Board may, from time to time, propose revisions to said Bylaws, which shall become effective only upon approval by a two-thirds majority of ~~the~~ all members of the Board. The Board may also from time to time adopt, by majority vote, policies, rules, and procedures for the administration and operation of ~~the Pool~~ ACIP ~~by a majority vote of the Board~~ so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provision of the Bylaws, policies, rules or procedures shall be inconsistent with the terms of this Agreement.

18. Objection to Payment of Claims.

18.1 Any Party may object to a decision by the Board to resolve a claim on behalf of that Party. An objection must be filed within ten days after notice to the Party of the Board's intention to pay a claim, and must be authorized by the Objecting Party's risk manager or county manager. The objection shall state specific reasons why the Objecting Party contends that the claim should

not be resolved in the manner proposed by the Board. The Board will schedule a meeting during which formal action will be taken upon the objection and shall provide written notice to the Objecting Party including the date, time and location of the meeting. Upon conclusion of the meeting, the Board shall provide notice of its decision to the Objecting Party.

18.2 Should the Board's decision be adverse to the result sought by the Objecting Party, the Objecting Party shall provide written notice to the Board stating whether or not the Objecting Party intends to assume control of the litigation. If the Objecting Party assumes control of the litigation, ACIP shall reimburse the Objecting Party for all costs of defense, settlement, or judgment actually incurred by the Objecting Party, up to the amount which ACIP initially determined was necessary to resolve the claim, reduced by expenses incurred by ACIP. The Objecting Party shall be responsible for all other costs and expenses associated with the defense and satisfaction of the claim. If upon notice of the Board's decision, the Objecting Party elects not to assume the control of the litigation, ACIP will retain all control and responsibility for the defense of the claim and liability for the litigation including, but not limited to, final resolution of the claim.

~~Each participating Party shall have the right to object to the Board's decision to pay a claim. If a Party objects it has the right to decide to assume control of the litigation. If it so decides, the Pool shall pay to the Party all defense, settlement, or cost of judgment actually incurred by the Party, but only up to the amount which the Pool initially determined was necessary for the Satisfaction of the claim and reduced by expenses incurred by the Pool. The objecting Party shall be responsible for all other costs and expenses associated with the defense and satisfaction of the claim. If the participating Party objects, but elects not to assume the control of the litigation, then the Pool will retain all control and responsibility for the defense of the claim and liability for the litigation.~~

~~Any objection must be filed within ten (10) days after notice of the Board's intention to pay a claim. The objection shall state specific reasons why the Board should not authorize payment of the claim. After an objection is filed, the Board shall give notice to the objecting Party and thereafter hold a meeting, at which time formal action will be taken upon the objection. A Party must state that it will assume control of the litigation immediately upon receipt of notice of the Board's decision.~~

18.3 The Board shall have the right to pay any claim which does not exceed ~~Fifteen~~ Fifty Thousand Dollars ($~~15~~50,000.00) without providing notice of intent to pay the claim, unless the Party has filed a written request for notice of intent to pay the claim prior to payment. The authority of the Board and the Executive Director to settle and pay claims may be defined to a greater extent in the Bylaws. Each participant in this Agreement thereby appoints the Executive Director of ACIP as its attorney in fact with full authority to settle claims within the authority provided by this Agreement, by the Bylaws, by the Memoranda of Coverage, or by the Board.

18.4 All Parties to this Agreement are entitled to any and all information concerning claims made against them. ~~This~~ Claims information shall be treated as confidential to the greatest extent which the law will allow.

19. Place of Business. ~~the Pool~~ ACIP shall establish a principal place of business within Arizona and shall notify all participants of such location.

20. Conformity with Law. In the event any term or provision of this Agreement shall be in conflict with the laws and statutes of the State of Arizona as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

21. Fiscal Year. The fiscal year shall begin on July 1 of each year and end of June 30 of each year.

22. Authorizing Action. This Agreement shall become effective upon its effective date as set forth in paragraph 3 of this Agreement and only upon

~~a.~~ The execution and delivery of this Agreement by an authorized representative of each ~~the~~ Party on behalf of the Party and approved by the Party's ~~respective~~ County Attorney as to form.~~;~~

~~b. The filing by the Board of a fully executed copy of this Agreement with the Director of Insurance and the Attorney General as required by A.R.S. § 11-952.01(H)(B) (6); and.~~

~~c. The filing of a copy of this Agreement with the Arizona Secretary of State by the' Attorney General pursuant to A.R.S. §§ 11-952(E) and § 11-952.01(B)(6).~~

23. Liability. No Party shall, by reason of this Agreement, have any liability for claims brought by third Parties against any other Party other than the obligation to contribute certain funds to ~~the Pool~~ ACIP as expressly provided herein. The liability for any claim against a Party shall remain the sole and exclusive liability of the Party; the obligation of ~~the Pool~~ ACIP is to indemnify that Party against such

loss as provided in the Memorandum of Coverage to the extent and under the conditions contained therein.

24. Replaced Agreements. This Agreement replaces the Second Amended Intergovernmental Agreement filed with the Secretary of State on August 10, 1992 and renewed on August 10, 1998 and again on March 30, 2009 and the Intergovernmental Agreement for a Workers' Compensation Pool filed with the Secretary of State on July 13, 1994 and renewed on June 30, 2004.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

COUNTY OF _____

By: _____
Its: _____
Date: _____

APPROVAL: This Agreement is in proper form and it is within the power and authority granted under the laws of the State of Arizona to the Board of Supervisors of _____ County.

_____
Deputy County Attorney

COUNTY OF _____

By:_____
Chairman of the Board

Date:_____

Witness:_____

THIRD AMENDED

INTERGOVERNMENTAL AGREEMENT

1. Parties. The Parties to this Agreement are Arizona Counties, and other public agencies as approved by the Pool, which are signatories hereto ("Party" and/or "Parties"). The parties enter into this Intergovernmental Agreement ("Agreement") to provide to the Parties insurance and insurance services relating to their exposures for property, fidelity, employment, employer's liability, workers' compensation, liability losses, and other loses as may be permitted by law, pursuant to A.R.S. §§ 11-952 and 11-952.01 under the name Arizona Counties Insurance Pool ("ACIP").

2. Recitals. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

2.1 Arizona Revised Statues § 11-952 provides that two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action.

2.2 Arizona Revised Statutes § 11-952.01(A) permits two or more public agencies to enter into contracts or agreements for the joint purchasing of insurance, including reinsurance, or to pool retention of their exposures for property, fidelity and liability losses and to provide for the payment of such property loss, fidelity loss or claim of liability made against any member of the pool, including any elected or appointed official, officer or employee covered by the pool, on a cooperative or contract basis with one another.

2.3 Arizona Revised Statues § 11-952.01 (B) permits two or more public agencies to establish a workers' compensation pool to provide for the payment of workers' compensation claims pursuant to title 23, chapter 6 on a contract basis with one another.

2.4 The governing board of each Party has determined that it is in the Party's best interest and in the public interest that this Agreement be executed and that each Party shall participate in ACIP as set forth in this Agreement.

2.5 The governing board of each Party has determined that that Party should join together with the other Parties for the purposes of:

a. Providing coverages for:

1. property,
2. automobile liability,
3. workers' compensation and employer's liability,
4. general liability, including employment practices liability, public officials liability, and law enforcement liability, and
5. automobile physical damage,

and at the option of the Board other coverages as may be permitted by law;

b. developing effective risk management programs to reduce the amount and frequency of their losses;

c. pooling their self-insured losses;

d. jointly purchasing excess insurance or reinsurance; ~~and~~

e. adopting Memoranda of Coverage;

f. providing claims services and claims administration;

g. providing or purchasing such administrative services as the Board of ACIP determines is necessary for the appropriate administration of ACIP, and;

h. purchasing or providing other insurance or risk management services.

3. Term of Agreement. This Agreement shall become effective upon the later of July 1, 2012 or the approval of all parties as provided in paragraph 22, and shall continue in force and effect for a period of ten years or until terminated in accordance with the terms and provisions of this Agreement. This Agreement may be renewed for an additional ten year term by mutual agreement by part or all of the Parties prior to the expiration of the original or any renewal term of this Agreement.

4. Modification of Agreement. This Agreement may be modified and/or amended by Addenda. An addendum shall be effective when approved by all the Parties. An addendum may include an agreement by the Parties to add new parties or to permit a new or existing party to participate in ACIP on terms and conditions different than those set forth in this Agreement.

5. Coverages. Coverages shall be as follows:

5.1 The specific exposures covered by ACIP, the procedure for making claims against ACIP, the persons or entities to be indemnified by ACIP, the limitations and exclusions on coverage,

and various other matters necessary or appropriate to the functioning of ACIP are more particularly described in the one or more Memoranda of Coverage and Bylaws which shall be adopted by the Board. The terms of the Memoranda of Coverage may be amended by a majority vote of the Board from time to time; provided that all Parties shall be given at least ninety days prior written notice thereof; and provided further that the form of the Memoranda of Coverage shall be similarly amended at the same time for all Parties. The participation of a Party in any Memoranda of Coverage may be under different terms from other parties, as determined by the Party and the Board, and as defined by separate agreement.

5.2 The Board shall process, defend and pay all claims against the Parties which are included under the scope of the Memoranda of Coverage and as otherwise determined by the Board. The Parties shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. A list of current claims of each Party together with the status (pending) or disposition of each claim, shall be provided periodically to each Party. Each Party shall be notified as required by section 18 prior to settlement or payment of claim.

5.3 ACIP shall develop and implement programs for risk management and loss control and make them available to the Parties. The Parties may act cooperatively to share information and to implement programs developed by individual parties.

5.4 A Party is not relieved of its liability for claims against the Party incurred during the Party's participation in this Agreement, except through the payment of losses by ACIP or by the Party.

6. Participation. Based on such understandings and in furtherance of such purposes, the Parties agree to establish and participate in ACIP under the following terms and conditions:

6.1 Participation in this Agreement may not be terminated by any Party during the initial thirty-six months after the initial entry date of a Party except that coverage may be suspended or terminated as provided herein for nonpayment of premiums or other violations by a Party under the terms of this Agreement.

6.2 Participation in this Agreement may be terminated by any of the Parties, at any time after the initial thirty-six months from initial entry, effective as of the last day of ACIP's fiscal year, by written notice of termination given at least one year prior to the last day of ACIP's fiscal year.

6.3 Participation in this Agreement may be terminated as to any Party by a two thirds vote of the Board.

7. Termination of ACIP. ACIP shall be terminated upon the first to occur of any of the following events:

7.1 When all Parties but one in ACIP have ceased to participate;

7.2 At such time as the Board shall determine that the number of participating Parties and/or the size of ACIP is too small to adequately indemnify against the exposures specified in the Memoranda of Coverage, by a two-thirds affirmative vote of the Board.

Any termination pursuant to 7.2 above shall not be effective until the Board shall have given each participating Party at least six months written notice of such termination. Upon termination of ACIP, adequate provisions shall be made for all pending and anticipated claims against the Parties based on a sound actuarial study.

8. ACIP Funding. ACIP shall be funded as follows:

8.1 Deposit of Contribution. At such dates as may be determined by the Board, the anticipated liabilities and expenses of ACIP for the fiscal year or portion thereof shall be calculated based on use of services, loss history, and other underwriting criteria as approved by the Board. Such liabilities and expenses shall include expected losses to be covered by the Memoranda~~um~~ of Coverage, the cost of excess insurance and reinsurance, the costs of claims services, the cost of other administrative services, and other costs deemed appropriate by the Board. Such liabilities and expenses shall be allocated among ACIP's participating Parties based on the pro rata exposure of each Party and as otherwise determined by the Board based on each Party's utilization of resources. Each Party agrees to furnish all information requested by the ACIP as necessary to determine the relative exposure of the Parties. Each Party shall pay its deposit premium for the whole year to ACIP in cash within thirty days of such notification, or by such later date as shall be specified in the notice.

8.2 Retrospective Contribution Adjustment. A retrospective contribution calculation formula may be adopted by the Board prior to the beginning of each fiscal year. The formula shall consider the expenses of ACIP and the losses and exposures of each Party and of the entire Pool. The deposit contribution paid for the fiscal year shall be applied as a credit against the retrospective contribution. Retrospective contribution adjustments for each fiscal year shall be made eighteen months

after the close of the year and shall continue until all claims are closed or until the Board determines that sufficient facts are known to make a final adjustment for the year. Each Party shall remain liable for such adjustment regardless of the Party's withdrawal from participation or the termination of this Agreement.

8.3 Assessment. If ACIP becomes insolvent or is otherwise unable to discharge its legal liabilities and other obligations, each Party shall be assessed by the Board for an additional contribution. In such case the Board shall determine the cause of the insolvency, which may be an overrun in expected costs in one or more risk retention pools, or an overrun in administrative costs. The Board shall assess contributions in a manner that reflects each party's participation in the cause or causes of the insolvency, up to the limit specified in A.R.S. § 11-952.01(O). For example, if the insolvency is caused by overruns in a particular risk retention pool, then only those Parties participating in that risk retention pool shall be subject to assessment. Each such assessment, and the manner of calculating the same, shall be given to each Party in writing, and the Party shall thereafter have sixty days in which to pay such assessment. Each Party shall remain liable for such assessments, regardless of the Party's withdrawal from participation or the termination of this Agreement for liabilities of the Pool incurred during the Party's period of membership.

8.4 Claims Reserves. ACIP shall maintain funds adequate to pay incurred claims which shall include known incurred losses and an estimate of incurred but not reported claims as may be appropriate for pooling participation. ACIP shall also maintain contingency margins deemed appropriate by the Board.

8.5 Banking Relationships. ACIP may enter into ~~a~~ financial services agreements with banks and other financial institutions and may issue checks in its own name to carry out the terms of this Agreement. ACIP may invest its monies in equity securities, mutual finds and investment funds registered with the United States Securities and Exchange Commission, debt obligations and any eligible investment permitted by A.R.S. § 35-323.

8.6 Distribution of Surplus. At the termination of ACIP's existence, any surplus funds in ACIP over and above those necessary to pay or reserve against the expenses and liabilities of ACIP shall be distributed among the then existing Parties that are participants in ACIP. Such distribution shall be allocated among such participants as required by law and as may be determined by the Board.

9. Workers' Compensation Provisions. The following provisions shall apply to the provision of workers' compensation insurance only:

9.1 ACIP shall provide such coverages to the employees of the Parties as meet the requirements for a self-insured employer under A.R.S. § 23-961.

9.2 The Board from time to time may, at its discretion, distribute surplus funds, or apply surplus funds to a Party's balance in other risk retention pools, based upon an experience formula as may be approved by the Board. Any experience formula shall be approved by a two thirds vote of the Board.

10. Suspension. In the event any Party shall fail to make its contribution as specified herein, or shall fail to comply with any of the other terms of this Agreement, or the membership conditions as set forth in the Bylaws, the Board may, if such default is not cured within ten days' written notice to the Party, suspend the Party's coverage under this Agreement for a period of up to eighty days without further notice or action. The notice of default shall advise the Party that if the default is not cured within the ten day period, termination of the Agreement may occur ninety days after the notice of default. During such eighty day suspension period, the Board shall determine if suspension shall be made permanent, in which case the Agreement shall be deemed terminated effective as of the ninety days following from the written notice of default, or the circumstances, if any, under which the Party's participation in ACIP and the effectiveness of this Agreement may be restored. Should the Party be permanently suspended and this Agreement terminated, the Party shall forfeit all rights to any distribution of ACIP surpluses or property upon the termination of ACIP. Regardless of such termination, however, the Party's liability for retrospective premiums and assessments under Section 8 above shall be unaffected.

11. Effect of Withdrawal or Expulsion. The withdrawal or expulsion of any Party after its inception in ACIP will not terminate its responsibility:

11.1 to cooperate fully with ACIP in determining the cause of losses and the settlement of claims as described in the Memoranda of Coverage;

11.2 to pay any retrospective premium adjustments and assessments determined by the Board to be due and payable for each year of participation;

11.3 to provide the Executive Director with such statistical and loss experience data as may be necessary for the Executive Director to carry out this Agreement; and

11.4 to cooperate with the Board and assist the Executive Director and any insurer, common claims adjuster or legal counsel retained by ACIP, in all matters relating to this Agreement.

11.5 to pay all expenses of claims administration, administrative expense and other costs incurred in administering claims run off or the purchase of tail coverage; and

11.6 to pay any other expenses incurred by ACIP due to reductions in force or other employee or contract expenses incurred by the departure of the particular Party and particular to that Party.

12. Board of Trustees. ACIP shall be administered by a Board of Trustees consisting of at least five persons who are elected officials or employees of the Parties. Each Party shall appoint a Board member if there are at least five Parties signatory hereto. If there are less than five Parties signatory hereto, each Party shall appoint two Board members. Each Party must designate its Board member in writing. Each Board member shall be entitled to one vote in all matters that come before the Board.

13. Loss Control. ACIP may, with the approval of the Board, establish Loss Control Programs to be adopted and implemented by the Parties. The Executive Director may issue periodic loss-control recommendations to assist in control of identified risks. ACIP may, in its discretion, make services available to the Parties to assist in the implementation of a Loss Control Program or loss-control recommendations. The Parties agree that they will cooperate in the implementation of any and all loss-control recommendations and Loss Control Programs. Should any Party disagree with a loss-control recommendation issued by the Executive Director, that Party may request that the Board review the recommendation at its next scheduled meeting. A decision by the Board shall be final and binding on all Parties. Failure by a Party to comply with a directive by the Board may be subject to suspension pursuant to Section 10 of this Agreement.

14. Duties of the Board. The Board shall:

14.1 Establish the terms and conditions of coverage within ACIP, including exclusions of coverage;

14.2 Ensure that all claims covered by the Memoranda of Coverage for which each member incurs liability during the Party's period of membership are paid promptly;

14.3 Take all necessary precautions to safeguard the assets of ACIP;

14.4 Maintain minutes of its meetings;

14.5 Designate an Executive Director to carry out the policies established by the Board and this Agreement and provide day-to-day management of ACIP and delineate in the written minutes of its meetings the areas of authority delegated to the Executive Director; and

14.6 Notify the Director of the of Department of Insurance and the Director of the Industrial Commission of the existence of the Pool and file with such Director and with the Arizona Attorney General a copy of this Agreement, which the Attorney General shall file with the Secretary of State as prescribed by A.R.S. § 11-952.01(H).

14.7 In accordance with A.R.S. § 11-952.01(J), the Board shall not:

a. Extend credit to a Party for payment of a premium, except pursuant to payment plans established by the Board; and

b. Borrow any monies from ACIP or in the name of ACIP except in the ordinary course of business.

15. Powers of the Board. The Board may:

15.1 Establish offices where necessary in the State of Arizona and employ necessary staff to carry out the purposes of ACIP;

15.2 Retain legal counsel, actuaries, auditors, engineers, private consultants, claims adjustors and advisors;

15.3 Make and alter Bylaws and rules pertaining to the exercise of its purpose and powers;

15.4 Purchase, lease or rent real or personal property as the Board deems necessary;

15.5 Enter into financial services agreements with banks and issue checks in its own name as provided in paragraph 8.5 above; and

15.6 Perform claims administration services and defend and settle claims; and

15.6 Perform such other matters and enter into other contracts as may be necessary to carry out this Agreement.

16. Inspection and Audit. ACIP and its representatives shall be permitted, but shall not be obligated, to inspect each Party's properties and operations at any time. Neither ACIP's right to make inspections nor the making thereof shall constitute an undertaking, on behalf of or for the benefit of the Party or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule, or regulation.

16.1 ACIP may examine and audit a Party's books and records at any time during the period the Agreement is in effect, and during any extensions hereof, and within three years after the final

termination of this Agreement, insofar as said books-and records may relate to the subject matter of this Agreement.

16.2 ACIP shall be audited annually at the expense of ACIP by a certificated public accountant, and a copy of the report shall be submitted to the governing boards of the Parties and to the Director of the Department of Insurance. The Board shall obtain an appropriate actuarial evaluation of the claim reserves of ACIP including an estimate of the incurred but not reported claims. ACIP shall also pay the cost of any examination of ACIP and its reserves by the Director of Insurance as permitted by A.R.S. § 11-952.01(F).

17. Bylaws and Rules of Operation. The Board may make bylaws and rules pertaining to the exercise of its purpose and powers. The current ACIP Bylaws shall continue in full force and effect under this Agreement provided that the Board may, from time to time, propose revisions to said Bylaws, which shall become effective only upon approval by a two-thirds majority of all members of the Board. The Board may also from time to time adopt, by majority vote, policies, rules, and procedures for the administration and operation of ACIP so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provision of the Bylaws, policies, rules or procedures shall be inconsistent with the terms of this Agreement.

18. Objection to Payment of Claims.

18.1 Any Party may object to a decision by the Board to resolve a claim on behalf of that Party. An objection must be filed within ten days after notice to the Party of the Board's intention to pay a claim, and must be authorized by the Objecting Party's risk manager or county manager. The objection shall state specific reasons why the Objecting Party contends that the claim should not be resolved in the manner proposed by the Board. The Board will schedule a meeting during which formal action will be taken upon the objection and shall provide written notice to the Objecting Party including the date, time and location of the meeting. Upon conclusion of the meeting, the Board shall provide notice of its decision to the Objecting Party.

18.2 Should the Board's decision be adverse to the result sought by the Objecting Party, the Objecting Party shall provide written notice to the Board stating whether or not the Objecting Party intends to assume control of the litigation. If the Objecting Party assumes control of the litigation, ACIP shall reimburse the Objecting Party for all costs of defense, settlement, or judgment actually incurred by the Objecting Party, up to the amount which ACIP initially determined was necessary to resolve the

claim, reduced by expenses incurred by ACIP. The Objecting Party shall be responsible for all other costs and expenses associated with the defense and satisfaction of the claim. If upon notice of the Board's decision, the Objecting Party elects not to assume the control of the litigation, ACIP will retain all control and responsibility for the defense of the claim and liability for the litigation including, but not limited to, final resolution of the claim.

18.3 The Board shall have the right to pay any claim which does not exceed Fifty Thousand Dollars ($50,000.00) without providing notice of intent to pay the claim, unless the Party has filed a written request for notice of intent to pay the claim prior to payment. The authority of the Board and the Executive Director to settle and pay claims may be defined to a greater extent in the Bylaws. Each participant in this Agreement thereby appoints the Executive Director of ACIP as its attorney in fact with full authority to settle claims within the authority provided by this Agreement, by the Bylaws, by the Memoranda of Coverage, or by the Board.

18.4 All Parties to this Agreement are entitled to any and all information concerning claims made against them. Claims information shall be treated as confidential to the greatest extent which the law will allow.

19. Place of Business. ACIP shall establish a principal place of business within Arizona and shall notify all participants of such location.

20. Conformity with Law. In the event any term or provision of this Agreement shall be in conflict with the laws and statutes of the State of Arizona as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

21. Fiscal Year. The fiscal year shall begin on July 1 of each year and end of June 30 of each year.

22. Authorizing Action. This Agreement shall become effective upon its effective date as set forth in paragraph 3 of this Agreement and only upon the execution and delivery of this Agreement by an authorized representative of each Party on behalf of the Party and approved by the Party's County Attorney as to form.

23. Liability. No Party shall, by reason of this Agreement, have any liability for claims brought by third Parties against any other Party other than the obligation to contribute certain funds to ACIP as expressly provided herein. The liability for any claim against a Party shall remain the sole and exclusive liability of the Party; the obligation of ACIP is to indemnify that Party against such loss as

provided in the Memorandum of Coverage to the extent and under the conditions contained therein.

24. Replaced Agreements. This Agreement replaces the Second Amended Intergovernmental Agreement filed with the Secretary of State on August 10, 1992 and renewed on August 10, 1998 and again on March 30, 2009 and the Intergovernmental Agreement for a Workers' Compensation Pool filed with the Secretary of State on July 13, 1994 and renewed on June 30, 2004.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

COUNTY OF _____

By: _____
Its: _____
Date: _____

APPROVAL: This Agreement is in proper form and it is within the power and authority granted under the laws of the State of Arizona to the Board of Supervisors of _____ County.

_____
Deputy County Attorney

COUNTY OF _____

By:_____
Chairman of the Board

Date:_____

Witness:_____

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-1299 **Regular Agenda Item 4- F**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Sarah White, Executive Administrative Assistant, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Administration
Fiscal Year:	2012	Budgeted?:	No
Contract Dates Begin & End:	April 1, 2012 through April 31, 2015	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Michael O'Driscoll		

Information

Request/Subject

Gila County Population Health Policy Initiative Intergovernmental Agreement (Contract No. ADHS12-021335) with Arizona Department of Health Services.

Background Information

The Arizona Department of Health Services (ADHS) Bureau of Tobacco and Chronic Disease (BTCD), Bureau of Nutrition and Physical Activity (BNPA), and Bureau of Women's & Children's Health (BWCH) administers funds provided through tobacco tax chronic disease funding, Women, Infants & Children (WIC) lottery, and Title V Maternal & Child Health (MCH) Block Grant to support preventative health policies. The overall goal of the Division of Public Health Prevention Services is to protect and improve the public's health through prevention and control of disease and disability. This goal is accomplished through the support of local and national partners to improve the health and well-being of Arizonians through preventative health policy, system, and environmental change initiatives in Arizona communities.

Evaluation

The preventative health policy, system, and environmental change intergovernmental agreements (IGAs) will fund three-year collaborative efforts at the county level that can result in increased health policy capacity and implementation in the areas of procurement policies, work site wellness, school health, clinical care, and community design by promoting healthy lifestyles. Renewal of agreements is contingent upon funding.

Conclusion

The IGA will address a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Counties are expected to implement at multiple levels in accordance with local community needs and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize health improvements. Strategies that influence policy, change organizational practices, and foster coalitions are required and must include one of the following required target strategies: procurement policies, work site wellness, school health, clinical care, and community design by promoting healthy lifestyles. Gila County will target strategies to address work site wellness.

Recommendation

The Director of the Division of Health and Emergency Services recommends that the Board of Supervisors approve the Gila County Population Health Policy Initiative Intergovernmental Agreement between the Arizona Department of Health Services and Gila County Division of Health and Emergency Services in the amount of $43,748.00.

Suggested Motion

Information/Discussion/Action to approve the Gila County Population Health Policy Initiative Intergovernmental Agreement (Contract No. ADHS12-021335) between the Arizona Department of Health Services and Gila County Division of Health and Emergency Services in the amount of $43,748 for the period April 1, 2012, through March 31, 2015. **(Michael O'Driscoll)**

Attachments

Population Health Policy Initiative IGA

Legal explanation

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS12-021335

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams. Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Population Health Policy Initiative **Begin Date:** 4/01/12

Geographic Service Area: Gila County **Termination Date:** 3/31/15

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 & Emergency Services

Address: 5515 Apache Dr., Suite 100

Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: Paula Horn

Phone: 928-402-8813

FAX No: _____

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

Signature of Person Authorized to Sign Date

Tommie C. Martin, Chairman

Print Name and Title

Board of Supervisors

This Contract shall henceforth be referred to as Contract No. ADHS12-021335. 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 _____ day of _____, 2012

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952. the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature of Person Authorized to Sign Date

Bryan Chambers, Chief Deputy

Print Name and Title Gila County Attorney

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 the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General

The Attorney General, BY:

Signature Date

Assistant Attorney General:

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)

__X__ Fixed Price

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 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.

4.12 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.

4.13 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.

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. Pursuant to A.R.S. § 36-425.03, 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.

Gila County Population Health Policy Initiative

A. Background

The overall goal of the Division of Public Health Prevention Services is to protect and improve the public's health through prevention and control of disease and disability. This goal is accomplished through the support of local and national partners to improve the health and well-being of Arizonians through preventative health policy, system, and environmental change initiatives in Arizona communities. The Arizona Department of Health Services (ADHS) Bureau of Tobacco and Chronic Disease (BTCD), Bureau of Nutrition and Physical Activity (BNPA), and Bureau of Women's & Children's Health (BWCH) administers funds provided through tobacco tax chronic disease funding, Women, Infants and Children (WIC) lottery, and Title V (Maternal and Child Health (MCH) Block Grant to support preventative health policies.
The preventative health policy, system, and environmental change inter-governmental agreements (Agreement) will fund three (3) year collaborative efforts at the County level that can result in increased health policy capacity and implementation in the areas of procurement policies, worksite wellness, school health, clinical care, and community design by promoting healthy lifestyles. Renewal of agreements is contingent upon funding.

B. Objective

Collaborative effort at the County level that shall result in increased health policy capacity.

C. Scope of Work

This Agreement will address a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Counties are expected to implement at multiple levels in accordance with local community needs and shall emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize health improvements. Strategies that influence policy, change organizational practices, and foster coalitions are required and shall include at a minimum one of the following required target strategies:

1. Procurement Policy

1.1 Specific strategies addressing the food environment through procurement policy are:

1.1.1 Improve procurement policies around the nutrition quality of foods served in institutional cafeterias and/or vending machines,

1.1.2 Establish Contract and bid writing standards to promote healthy food and beverages,

1.1.3 Establish healthy vending policies within institutions,

1.1.4 Establish nutrition standards for the procurement of foods and beverages offered in the workplace,

1.1.5 Establish menu labeling on all food and beverage items on foods sold in cafeterias and/or vending machines, including highlighting and promoting healthier options aligning with Dietary Guidelines for sodium, fat, and sugar,

1.1.6 Establish food and beverage pricing strategies pricing healthy foods lower and/or less healthy foods higher,

1.1.7 Promote inclusion of focus on children and youth/young adults with special health care needs when addressing procurement policy, and

1.1.8 Other evidence-based related strategy.

2. Healthy Community Design

2.1 Specific strategies addressing healthy community design are:

2.1.1 Establish community design standards to make streets safe for all users, including pedestrians, bicyclists, and users of public transit,

2.1.2 Establish community design protocols through Health Impact Assessments (HIA's) to assess the impact of community design changes on community health and wellbeing,

2.1.3 Increase accessibility, availability, affordability and identification of healthful foods in communities, including provision of full service grocery stores, farmers markets, small store initiatives, mobile vending carts, and/or restaurant initiatives,

2.1.4 Establish sites for community gardens in institutional settings and/or underserved areas,

2.1.5 Implement strategies identified within the Arizona Chronic Disease Prevention and Health Promotion (CDPHP) plan,

2.1.6 Promote inclusion of focus on children and youth/young adults with special health care needs when considering community design, and

2.1.7 Other evidence-based related strategy.

3. School Health (including early childhood through postsecondary education)

3.1 Specific strategies addressing school health policy are:

3.1.1 Improve county-wide nutrition, physical activity, and screen time policies and practices in early care through postsecondary education settings,

3.1.2 Improve the nutrition quality of foods and beverages served in schools,

3.1.3 Improve the quality and amount of physical education and/or physical activity in schools,

3.1.4 Increase the number of joint-use agreements among schools and/or community sites to make physical activity space accessible to the public before and after school hours,

3.1.5 Implement strategies identified within the Arizona Chronic Disease Prevention and Health Promotion (CDPHP) plan,

3.1.6 Promote inclusion of focus on children and youth/young adults with special health care needs, and

3.1.7 Other evidence-based related strategy

4. Worksite Wellness

4.1 Specific strategies addressing worksite wellness, internally or with local employers, are:

4.1.1 Increase opportunities for physical activity in the workplace,

4.1.2 Establish incentive programs, such as flex time, rewarding and/or recognizing employee healthy behaviors,

4.1.3 Provide disease self-management classes to employees,

4.1.4 Increase the number of employers which incorporate nationally recognized preventive health screenings within health plans,

4.1.5 Increase the number of employees which utilize preventive health screenings within employer health plans,

4.1.6 Increase policies and practices to support breastfeeding in the workplace,

4.1.7 Implement strategies identified within the Arizona Chronic Disease Prevention and Health Promotion (CDPHP) plan, and

4.1.8 Other evidence-based related strategy.

5. Clinical Care

5.1 Specific strategies addressing clinical care are:

5.1.1 Increase policies and practices to support breastfeeding in health care institutions that align with Arizona Baby Steps to Breastfeeding Success and the Baby Friendly Hospital Initiative (BFHI),

5.1.2 Provide policy training and technical assistance to health care institutions, providers, and provider organizations to effectively implement quality measures consistent with Meaningful-Use models,

5.1.3 Implement mandatory Body Mass Index (BMI) screenings and referrals,

5.1.4 Implement chronic disease-based treatment protocols and/or self management programs,

5.1.5 Integrate peer-support/promotora models into the healthcare institutional setting,

5.1.6 Link evidence-based community and clinical preventive services such as efforts which drive disparate populations into healthcare providers who offer preventive care consistent with the U.S. Preventive Services Taskforce (USPSTF) A & B Recommendations: http://www.uspreventiveservicestaskforce.org. For example, community-based promotoras working collaboratively with patient navigators within community health centers,

5.1.7 Implement strategies identified within the Arizona Chronic Disease Prevention and Health Promotion (CDPHP) plan,

5.1.8 Integration or implementation of patient-centered medical home (PCMH) model of primary care,

5.1.9 Promote inclusion of focus on children and youth/young adults with special health care needs, and

5.1.10 Other evidence-based related strategy.

Gila County selected the following target strategies for completion under this Agreement:

1. Worksite Wellness

1.1 Specific strategies addressing worksite wellness, internally or with local employers, are:

1.1.1 Increase opportunities for physical activity in the workplace,

1.1.2 Establish incentive programs, such as flex time, rewarding and/or recognizing employee healthy behaviors,

1.1.3 Increase the number of employers which incorporate nationally recognized preventive health screenings within health plans,

1.1.4 Increase the number of employees which utilize preventive health screenings within employer health plans,

1.1.5 Increase policies and practices to support breastfeeding in the workplace, and

1.1.6 Implement strategies identified within the Arizona Chronic Disease Prevention and Health Promotion (CDPHP) plan.

Additional target strategies may be selected at a future date and added to this Agreement via an Amendment.

D. Tasks and Requirements

The Contractor shall provide:

1. Minimum Staffing Competency

1.1 Designate and dedicate a minimum of .5 FTE as Health Policy Manager with previous policy and/or community health experience to manage and administer the program. It is recommended that the Health Policy Manager have an undergraduate degree from an accredited institution in related areas, including, but not limited to, public health or a related field such as public policy and public health administration.

1.1.1 The designated Health Policy Manager shall participate in mandatory two (2) day Health Policy, System, Environment (PSE) training in Phoenix and any proceeding Contractor meetings and trainings and/or stakeholder meetings organized by ADHS related to policy development and implementation.

2. Administrative Services

2.1 Complete a logic model (template provided by ADHS) outlining project design based on the evidence-based PSE strategy;

2.2 Identify target populations and/ or communities with the highest documented burden of chronic disease and with one (1) or more active coalitions in place;

2.3 Implement strategies approved by ADHS;

2.4 Work with community partners, such as: tobacco partners, WIC local agencies, tribal communities, community health centers and community-based organizations present in the County;

2.5 Develop and submit a proposed budget for the funding year and/or any subsequent funding years;

2.6 Develop and submit an annual action plan (template provided by ADHS) with quarterly and annual objectives;

2.7 Participate in quarterly conference calls with ADHS and quarterly in-person meetings;

2.8 Submit quarterly Contractor's Expenditure Reports (CER);

2.9 Submit an annual report based on evaluation of outcomes and objectives that includes cumulative year to date data of policy, system, or environmental change strategy impacts;

2.10 If applicable, justify additional Title V MCH Block Grant funding, up to thirty percent (30%) more than base allocation, through demonstration of projected amount of effort dedicated compared to the total effort under the Agreement;

The Contractor may:

2.11 Leverage policy activities with other currently funded policy initiatives; and

2.12 Partner with other Counties on policy activities.

E. Deliverables

The Contractor shall:

1. Provide copies of all printed or broadcast media or any other educational and/or marketing materials developed using funds awarded under this Agreement to the ADHS Program Manager for approval.

2. Prepare and submit individual signed electronic CER invoice, not later than thirty (30) days following the end of quarter period (Q1: April – June; Q2: July – September; Q3: October – December; Q4: January – March) of the program year.

3 Provide final CER invoice for each program not later than forty-five (45) days following the end of each Contract year.

4. Provide the name, phone numbers, and resume of all program staff funded under this Agreement due within thirty (30) days of hire.

5. Submit a logic model outlining project design forty-five (45) days following Contract award.

6. Submit a proposed budget for the funding year and/or subsequent funding years forty-five (45) days following Contract award.

7. Submit an action plan forty-five (45) days following Contract award.

8. Submit an annual report forty-five (45) days following the end of each Contract year.

9. Submit justification for additional Title V MCH Block Grant funding.

F. Notices, Correspondence and Reports

1. Notices, Correspondence and Reports from the Contractor to ADHS shall be sent to:

   Arizona Department of Health Services
   Bureau of Tobacco & Chronic Disease
   Attn: Tim Vaske, Office Chief- Chronic Disease
   Street Address: 150 N. 18th Ave, Suite 310
   City, State and Zip Code: Phoenix, AZ 85007
   Telephone: (602) 364-0841
   Facsimile: (602) 364-0844
   E-Mail: tim.vaske@azdhs.gov

2. Notices and Correspondence from the ADHS to the Contractor shall be sent to:

   Organization: Gila County Health & Emergency Services
   Attention: Paula Horn
   Street Address: 5515 Apache Dr. Suite 100

City, State and Zip Code: Globe, AZ 85501
Telephone: 928-402-8813
E-Mail: phorn@co.gila.az.us

3. Payments from ADHS to the Contractor shall be sent to:

Organization: Gila County Finance Department
Attention: Joe Heatherly
Street Address: 1400 E Ash Street
City, State and Zip Code: Globe, AZ 85501
Telephone: 928-402-8743
E-Mail: jheatherly@co.gila.az.us

Quarterly Fixed Price

Account Classification	Number Per Budget Period	Unit Rate	Total Cost
Worksite Wellness	4	$10,937 00	$43,748.00
Total			**$43,748.00**

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-1293 **Regular Agenda Item 4- G**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	David Caddell, GEST Program Manager	Submitted By:	David Caddell, GEST Program Manager, Community Services Division
Department:	Community Services Division	Division:	GEST Department
Fiscal Year:	2012	Budgeted?:	Yes
Contract Dates Begin & End:	2012 to 2017	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	New
Presenter's Name:	David Caddell		

Information

Request/Subject

ADOT Grant JPA 12-056 Replacement of Exhibit A, which includes match money for vehicles under Section 5310 and 5316 Programs.

Background Information

The Multimodal Planning Division (MPD) of Arizona Department of Transportation administers this federal program for the State of Arizona. These funds are available primarily in the form of new vehicles and related equipment, which meet the transportation needs of elderly persons (sixty years and over) and persons with disabilities of any age. Typical eligible service providers are private non-profit corporations, public agencies and tribal governments. Also available are Mobility Management grants, which allow agencies to use funds for providing innovative and coordinated transportation services to the elderly and disabled.

Replacement of Exhibit A (page 22) in the Grant Agreement between Arizona Department of Transportation and Gila County, d/b/a/ Gila Employment and Special Training includes vehicles in both the Section 5310 and 5316 Programs. The match money total amount for the 5310 and 5316 Programs is $15,766.98, we have already processed a match amount of $5,600.00 for the 5316, which will be subtracted from the total. That leaves a balance of $10,166.98. The Match Amount will come out of the GEST Budget, no General Funds will be used.

Evaluation

This grant will allow the Gila Employment and Special Training (GEST) Program to continue providing transportation needs to the individuals that GEST is authorized to provide services for through our current contract with Arizona Department of Economic Security, Division of Development Disabilities and Rehabilitation Services Administrations. This allows GEST to utilize available funding sources to minimize the cost in purchasing needed vehicles to provide the needed transportation in Gila County. GEST is requesting no funds from the Gila County General Funds. All matching funds will be drawn from the GEST Program reserve funds.

The match money total amount for the 5310 and 5316 Programs is $15,766.98, we have already processed a match amount of $5,600.00 for the 5316, which will be subtracted from the total. That leaves a balance of $10,166.98. The Match Amount will come out of the GEST Budget, no General Funds will be used.

Conclusion

This grant will allow the GEST Program to continue and possibly expand services to meet the transportation needs of individuals within Gila County.

The match money total amount for the 5310 and 5316 Programs is $15,766.98, we have already processed a match amount of $5,600.00 for the 5316, which will be subtracted from the total. That leaves a balance of $10,166.98. The Match Amount will come out of the GEST Budget, no General Funds will be used.

The original total would have been $17,058.58, due to the economy the prices of the vehicles changed which saved GEST $1,291.60.

Recommendation

The GEST Program Manager recommends that the Board of Supervisors' approve the revised Attachment A and the match money total amount for the 5310 and 5316 Programs balance of $10,166.98. The Match Amount will come out of the GEST Budget, no General Funds will be used.

Suggested Motion

Information/Discussion/Action to approve the revised Attachment A to Agreement No. JPA 12-056 between Arizona Department of Transportation and Gila County d/b/a Gila Employment and Special Training and authorize the match money total amount for the 5310 Programs of $10,166.98, for the purchase of one lift-equipped cutaway van and one minivan without lift to allow the GEST Program to continue providing the authorized transportation needs to the individuals in Gila County. **(Dave Caddell)**

Attachments

Executed JPA 12-056 FFY

Email from Sally Palmer, ADOT

Remaining Funds Due

PM Signed Mod Exhibit A

Legal Explanation

Agreement Number	**JPA 12-056**
AG Contract Number	**P0012012000448-56**
Advantage Project Number	**Refer to Exhibit A**
Advantage Vendor Number	**866000444 11 pls cnfrm 12/13**
DUNS Number	**024071339**
Eligibility Date	**October 1, 2011**
Project Name	**FFY11 COORDINATED MOBILITY: 49 USC 5310, 5316, 5317**

GRANT AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING DIVISION acting for and on behalf of
THE STATE OF ARIZONA
AND
GILA COUNTY G.E.S.T., a Public Agency (Local & County)

THIS GRANT AGREEMENT is entered into April 19, 2012, between the ARIZONA DEPARTMENT OF TRANSPORTATION MULTIMODAL PLANNING DIVISION (ADOT) acting for and on behalf of THE STATE OF ARIZONA herein referred to as the STATE, established pursuant to Arizona Revised Statutes (A.R.S.) § 28-334 and GILA COUNTY G.E.S.T., herein referred to as the RECIPIENT. The STATE and the RECIPIENT are collectively referred to as the "Parties", and individually as STATE, RECIPIENT, and "Party".

I. RECITALS

1) STATE is authorized by Arizona Revised Statutes Section 28-334 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of STATE.

2) RECIPIENT is authorized to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of RECIPIENT.

3) 49 U.S.C. 5310 authorizes the formula assistance program for the special needs of elderly individuals and individuals with disabilities, subject to annual appropriations. 49 U.S.C. 5310(a)(1) authorizes funding for public transportation capital projects planned, designed and carried out to meet the special needs of elderly individuals and individuals with disabilities. 49 U.S.C. 5310(a)(2) provides that a STATE may allocate the funds apportioned to it to: a private non-profit organization, if public transportation service provided by STATE and local governmental authorities under Section 5310(a)(1) is unavailable, insufficient, or inappropriate; or a governmental authority that is approved by the STATE to coordinate services for elderly individuals and individuals with disabilities; or certifies that there are not any non-profit organizations readily available in the area to provide the special services.

4) 49 U.S.C. § 5316, the Job Access Reverse Commute (JARC) Program, is authorized under the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA–LU) to provide grants for financial assistance and to improve access to transportation services planned, designed, and carried out to meet the transportation needs of eligible low-income individuals, and of reverse commuters regardless of income.

5) 49 U.S.C. § 5317, the New Freedom Program, is authorized under the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA–LU) to make grants available to recipients for new public transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. 12101 et seq.),

that assist individuals with disabilities with transportation, including transportation to and from jobs and employment support services.

6) The Governor of the STATE of Arizona, in accordance with a request by the Federal Transit Administration, hereinafter referred to as FTA, has designated the Department of Transportation as the responsible agency to evaluate and select proposed projects and to coordinate the grant applications. The applicable Program Handbook and Application, incorporated herein by reference, prescribes the STATE's Administrative Policies and Requirements for the Program.

7) The STATE and the RECIPIENT desire to secure Project Equipment and/or Services through the expenditure of FTA grant funds and to use said equipment and/or services for eligible Program participants of the STATE of Arizona.

8) The STATE and the RECIPIENT desire to secure funding for a Mobility Manager position using the expenditure of FTA grant funds to serve the transportation needs of the elderly individuals and individuals with disabilities in the State of Arizona. The Mobility Manager position will consist of short-range planning and management activities / projects to improve transportation services within the RECIPIENT's service area which will be carried out according to this Agreement and under the applicable section(s) of 49 USC Chapter 53.

9) The STATE and the RECIPIENT desire to secure funding for Capital expenses using the expenditure of FTA grant funds to be used within the RECIPIENTS service area. The PROJECT shall be carried out according to this Agreement under the applicable sections of 49 U.S.C. Chapter 53.

10) The STATE and the RECIPIENT desire to secure funding for Operating expenses using the expenditure of FTA grant funds to be used within the RECIPIENTS service area. The PROJECT shall be carried out according to this Agreement under the applicable sections of 49 U.S.C. Chapter 53.

11) RECIPIENT qualified local match and fees for Project Equipment procured by the STATE is due upon demand and prior to delivery. Match for Project Equipment procured by RECIPIENT is due upon request for reimbursement. All other match is due over the life of the award. Match is detailed and due as indicated in Exhibit A.

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

II. SCOPE

1) RECIPIENT shall provide specific transportation services, herein called the PROJECT, to eligible Program participants, in accordance with the RECIPIENT'S application(s), incorporated herein as referenced and as allowable under the applicable 49 U.S.C. 5310, 5316, and/or 5317 codes.

2) The PROJECT equipment and/or services are described and detailed in Exhibit A.

3) PROJECT-appropriate expenses supported by receipts and other suitable and appropriate documentation are eligible for reimbursement beginning on the Eligibility Date indicated on Page 1 of this Agreement. Expenses incurred prior to this date are ineligible for reimbursement. Approved Capital and / or Operating Expenses must be incurred within 24 months from this eligible date. Final invoice must be received within 90 days of the end of the expenditure period or 24 months from eligibility date. No expenditures beyond that period are eligible for reimbursement under this Agreement.

4) The recipient shall provide a quarterly progress and milestones report to ADOT. ADOT will provide the reporting form and the due dates prescribing when each report shall be submitted. Information regarding measurements over the existing service conditions to be reported will include but are not be limited to rides provided/shared, miles increased/replaced, cost savings and other related improvements. The first report is to be submitted ninety (90) days from the date of this Agreement.

III. RESPONSIBILITIES

1) **ADOT will:**

   a. Review PROJECTS for compliance with statutory and program guidance.

   b. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.

   c. Review invoices, when appropriate to the Grant Award, from RECIPIENT and reimburse RECIPIENT within 30 days after receipt and approval of invoices, in a total amount not to exceed the lesser of the approved invoiced costs or the Grant Award.

   d. Communicate with RECIPIENT and FTA as necessary to facilitate program compliance and procedural efficiency.

2) **RECIPIENT will:**

   a. Submit payment of Grant required MATCH upon demand by the STATE and/or as indicated in the Recitals and Exhibit A. Administrative fees and local match must be remitted from funds for the program awarded as qualified under the applicable 49 USC regulations. Most federally-funded programs cannot use federal funds to provide match but 49 USC does provide certain exceptions to that stipulation. The RECIPIENT will ensure that matching funds qualify under the appropriate section of 49 USC 5310, 5316, or 5317 as appropriate to the awarded PROJECT(s) indicated in Exhibit A.

   b. RECIPIENT shall comply with all terms of the Grant Program in accordance with the RECIPIENT'S application(s) and the applicable Program Handbook in effect at the time of application or subsequently revised in writing and by notice, incorporated herein as referenced.

   c. Communicate with STATE and FTA as necessary to facilitate program compliance and procedural efficiency.

   d. Provide all required reports as prescribed by the Program Handbook or as requested by ADOT in a timely manner and as required by the STATE.

e. Ensure users of PROJECT equipment and/or services meet applicable federal and state regulations and statutes.

f. Review documentation supporting PROJECT expenditures for eligibility and ensure program match requirements are met.

g. Submit an approved Indirect Cost Plan if and only if indirect costs will be billed for reimbursement. Title 2 CFR Part 225, also known as OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments", Title 2 CFR Part 220, also known as OMB Circular A-21 "Cost Principles for Educational Institutions", Title 2 CFR Part 230, also known as OMB Circular A-122, "Cost Principles for Non-Profit Organizations", FARS 31.2 for Private Agencies, and Appendix E of FTA Circular 5010 requires all grantees who intend to seek payment for indirect costs to prepare a Cost Allocation Plan (CAP) or an Indirect Cost Rate Proposal. CAPs and/or Indirect Cost Rate Proposals must be approved by FTA or another Cognizant Federal agency. ADOT will not reimburse indirect costs if a Cost Allocation Plan or an Indirect Cost Plan is not in place.

   Indirect costs, as defined in 2 CFR Part 225 are costs that are: 1) incurred for a common or joint purpose benefiting more than one cost objective; 2) not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved; and 3) originating in the grantee department as well as those incurred by other departments in supplying goods, services, and facilities to the grantee department.

   Cognizance is generally assigned to the Federal agency that provides the predominant amount of dollar involvement with a grantee organization within a given State or locality. (OMB has assigned cognizant audit agencies for State and local governments. See *Federal Register* (51 FR 552, Jan 6, 1986). In those cases where a grant recipient is not assigned a cognizant agency, these grantees will be under the general oversight of the Federal agency that provides them the most funds; which will also be identified as the "lead" Federal agency.

h. Report to the STATE quarterly that no expenditures occurred or, on the invoice form provided by ADOT, invoice the STATE quarterly for categorized reimbursable operating or other capital costs awarded as demonstrated in Exhibit A, as authorized and allowable under the federal grant requirements, and supported as required with vendor invoices, original receipts, or other suitable and appropriate documentation. **Each invoice must include the Agreement Number, the Advantage Project number, and the Grant Program Name with expenditures billed separately according to the Tracking Number(s) from Exhibit A.**

   In accordance with 49 CFR 18.20 (2) – "Grantees and subgrantees must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and incomes."

   In accordance with 49 CFR 18.20 (6) – "Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contracts and subgrant award documentation, etc."

   Adequate supporting documentation should include a system generated financial summary disclosing an expense amount that matches the invoice amount. If a system generated report is unavailable, an excel spreadsheet maybe utilized to summarize the expenses and should be accompanied by appropriate invoices including evidence of payment, payroll documentation, etc.

IV. MISCELLANEOUS PROVISIONS

1) **Term Incorporation**: This Agreement is governed according to the laws of the State of Arizona. All cited statutes, public law, executive orders, and policies cited in this Agreement are incorporated by reference as a part of this Agreement. Any Agreement between RECIPIENT and its CONTRACTORs for use of grant funds shall incorporate the provisions contained herein.

2) **Duration:** This Agreement shall become effective upon signature by the parties hereto and shall remain in force and effect until PROJECT satisfaction and completion.

   For operating or other capital cost Projects awarded, the life of this Agreement will be the earlier of spend-down of the awarded funds or two (2) years from the date authorized under the ***Scope*** of this Agreement unless extended by amendment or as otherwise provided herein plus an additional ninety (90) days for submission of the final invoice for costs through the last authorized expenditure date of the Agreement.

   For vehicle Projects, the life of this Agreement shall continue through the useful life of the vehicle(s) as determined by FTA rules and explained under Agreement Article III.6 unless extended by amendment or as otherwise provided herein. This Agreement may be cancelled at any time prior to the commencement of performance under this Agreement, upon thirty (30) days written notice to the other party.

3) **Amendments:** This Agreement may be amended upon mutual agreement of the Parties at any time when in the best interest of FTA, STATE, or RECIPIENT.

4) **Matching and Federal Funding:** PROJECT award amounts and match requirements are indicated in Exhibit A. The RECIPIENT will provide, from eligible sources as prescribed in 49 USC 5310, 5316, or 5317 as appropriate to the Award(s) in Exhibit A, the Match amount required as indicated. The RECIPIENT shall initiate and complete all actions necessary to provide its share of the PROJECT costs at or prior to the time that such funds are requested and/or required by the STATE. Exhibit A will indicate if the match amount shown is an Estimate or if the match amount is final and due upon execution. For those match amounts that are estimated pending procurement of the awarded PROJECT equipment, the STATE will notify the RECIPIENT regarding final match requirements, which will be due upon receipt of said notice. The notice will include a modified Exhibit A, which shall be inserted into this executed Agreement without requiring contract amendment. In the event that this Agreement is terminated after matching and/or administrative funds have been issued to and deposited by the STATE, there is no guarantee of timeframe for refund of such funds, and shall not occur prior to the reassignment of the PROJECT award to another eligible agency and payment by that agency of any required matching funds. The remitted administrative fee is non-refundable. Refunds for PROJECT equipment will be based on the assessed value at the time of return to ADOT and subject to deduction of the cost of repairs required to return the equipment to usable and appropriate condition as close as possible to the condition when originally issued.

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

6) **Liens on Equipment:** The purchase of PROJECT equipment shall be undertaken by the STATE on behalf of the RECIPIENT. The PROJECT equipment shall be titled in the name of the RECIPIENT. To the extent of financial assistance provided, the STATE shall hold a first lien on all capital equipment acquired under this agreement in the amount of the federal share of the equipment cost. The lien placed on vehicle equipment will remains in effect for at least four years or 100,000 miles but will extend through the useful life of the vehicle(s) and until the remaining asset value is less than $5000 or is no longer in service, whichever occurs first, from issuance of title unless this agreement is otherwise terminated under terms of this Agreement or four years from issuance of equipment if not a vehicle. Lien release is incumbent upon the RECIPIENT's submission of a written request for a lien release and compliance of all requirements

and guidance during the course of the lien period. These requirements include but are not limited to: maintenance of the equipment, annual reporting to the STATE of administrative and vehicle performance data, annual vehicle inspections, timely incident reporting and situation resolution, and other requirements as specified in the applicable Program Handbook and Application.

7) **Property and Equipment, Use, Inventory, and Disposal:** Title to real property under a grant will vest under acquisition in the RECIPIENT or their CONTRACTOR as applicable. The RECIPIENT or their CONTRACTOR is, however, responsible for adherence to any applicable federal program compliance requirement under 49 CFR 18 Section 32. Except as otherwise provided by statute, property and equipment shall be used for the originally authorized purposes as long as needed for that purpose. When no longer needed for the originally authorized purpose, the RECIPIENT and/or their CONTRACTOR will request disposition instructions from the STATE. RECIPIENT agrees to inventory, to maintain records of, and to ensure the proper use, control, and disposal of all property and equipment acquired pursuant to ADOT Policy FIN 11.08, incorporated herein by reference.

8) **Modifications and Other Changes to Grant Equipment**: Prior to any substantive modifications or other changes made or elimination, reduction, or addition to grant equipment, written approval from an authorized State grant program official must first be obtained. Examples include but are not limited to the elimination of wheelchair positions and additions of ambulatory seating, reduction in number or addition of passenger assist stanchions, rails, steps, secondary manufacturer and aftermarket vehicle components provided by the STATE, and other devices requiring or otherwise exposing or altering mechanical or structural modification to the vehicle.

9) **Statutory Compliance:** All parties shall comply with all applicable federal, state and local requirements including all applicable provision of Title 49 (United States Department of Transportation) and other applicable Codes of Federal Regulations where and when relevant.

10) **Incorporation of Federal Transit Administration (FTA) Terms:** All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. All applicable clauses shown in the FTA Master Agreement apply to this Agreement. The Federal Transit Administration Master Agreement can be viewed in its entirety at http://www.fta.dot.gov/documents/12-Master.doc.

11) **Conflict of Interest:** This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards to conflicts of interest on behalf of STATE employees.

12) **Audit and Recordkeeping:** All RECIPIENTs and/or their CONTRACTORs and the parties shall retain all data, books, and other 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 as set forth in A.R.S. 35-214, 49 CFR 18.26 and the requirements of applicable OMB Circulars.

13) **Dispute Resolution / Arbitration:** In the event of any controversy, the Parties agree that it is in their mutual best interest to promptly meet with the purpose of resolving said Dispute. In the event that the Parties cannot resolve their dispute informally, the parties hereto agree to abide by required arbitration as set forth for in Arizona Revised Statutes Section 12-1518.

14) **Third Party Antitrust Violations:** The Recipient assigns to the STATE any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Recipient toward fulfillment of this Contract.

15) **Indemnification**: The RECIPIENT shall indemnify, defend, save and hold harmless The State of Arizona, its departments, agencies, boards, commissions, universities 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 the RECIPIENT 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 the RECIPIENT from and against any and all claims. It is agreed that the RECIPIENT 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 RECIPIENT agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona. *This indemnity shall not apply if the RECIPIENT or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

16) **Insurance Requirements**: Recipient 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 Recipient, 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 State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Recipient from liabilities that might arise out of the performance of the work under this contract by the Recipient, its agents, representatives, employees or subcontractors, and the Recipient is free to purchase additional insurance.

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

Business Automobile Liability
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
Combined Single Limit (CSL) $1,000,000

The policy shall be endorsed to include the following additional insured language: "*The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's 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*".

The policy shall contain a waiver of subrogation against the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Recipient.

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

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 Recipient, even if those limits of liability are in excess of those required by this Contract.

The RECIPIENT's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the RECIPIENT shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name and Address) and shall be sent by certified mail, return receipt requested.

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 Recipient from potential insurer insolvency.

VERIFICATION OF COVERAGE: The RECIPIENT shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) 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 State of Arizona 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 ADOT Multimodal Planning Division, 206 South 17th Avenue 340B, Phoenix, Arizona 85007. The Agreement Number, Project Number, and Project Description shall be noted on the certificate of insurance. The STATE 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 SECTION.

SUBCONTRACTORS: RECIPIENT'S certificate(s) shall include all subcontractors as insured's under its policies or RECIPIENT shall furnish to the STATE separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified herein.

APPROVAL: Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

EXCEPTIONS: In the event the RECIPIENT or sub-contractor(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 Recipient or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the Insurance Requirements shall apply.

17) **Discrimination**: This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC. 12101-12213) and all applicable Federal regulations under the ACT. RECIPIENT or its CONTRACTORs shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, Arizona State Executive Order 2009-09, or A.R.S. 41−1461 through 1465, which mandates that all persons, regardless of race, color, religion, sex age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The RECIPIENT shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

18) **Title VI Of The Civil Rights Act Of 1964:** The RECIPIENT hereby agrees that as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), the Civil Rights Restoration Act of 1987 (Public Law 100.259) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement.

19) **Disadvantaged Business Enterprises (DBE)**: The Arizona Department of Transportation (ADOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. ADOT has received Federal financial assistance from the Department of Transportation, and as a condition of receipt of funding, ADOT has signed an assurance that it will comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in DOT-assisted contracts. ADOT's objectives are as follows:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's construction, procurement, and professional services contracts in the areas of highway, transit, and airport financial assistance;
- To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
- To ensure that the DBE program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
- To assist in the development of firms that can compete successfully in the market place outside the DBE program.

Each LPA, sub-recipient, and grantee must complete and have its executive officer sign a Sub-Recipient DBE Program Compliance Statement. In accordance with the compliance statement, all LPAs, sub-recipients, and grantees agree to the following:

- Use solicitation language provided by ADOT defining DBE requirements for all construction, professional services, and procurement contracts;
- Submit DBE goal requests via https://adot.dbesystem.com/frontend/welcome.asp using the ADOT DBE Goal Request Form(s);
- Conduct post-award monitoring and reporting using the online DBE data collection and reporting system found at https://arizonalpa.dbesystem.com;
- Ensure commercially useful function compliance post-award;
- Designate a single point of contact for DBE compliance purposes;

Additionally, all LPAs, sub-recipients, and grantees agree to collect the following information for each solicitation for which a DBE contract goal has been established:

- The names and contact information of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
- If the contract goal is not met, evidence of good faith efforts.

LPAs, sub-recipients, and grantees will require prime contractors, consultants, and vendors to maintain records and documents of payments to DBE and non-DBE subcontractors for three years following the performance of a federal aid transportation contract. These records will be made available for inspection upon request by any authorized representative of the ADOT Civil Rights Office. Subcontractors are required to maintain payment information for any lower tier subcontractors for the same three-year duration.

LPAs, sub-recipients, and grantees are required to collect data on DBE and non-DBE participation to report to ADOT on Federal-aid projects. Contractors and consultants are to be notified that such record keeping is required for tracking DBE participation. Contractors, consultants, and vendors performing on federal aid transportation projects are required to provide monthly reports documenting amounts earned by and paid to all DBEs and non-DBEs. All DBE and non-DBE subcontractors working on federal aid transportation projects are required to verify receipt of payment. Further, first tier subcontractors are required to report amounts earned by and paid to all lower-tier DBE and non-DBE subcontractors. Lower-tier subcontractors are required to verify receipt of payment.

LPAs, sub-recipients, and grantees will submit project data in support of each semi-annual and annual submission made by the state. Sub-recipients are required to use the ADOT Local Public Agencies DBE Reporting System. This system may be accessed via www.arizonalpa.dbesystem.com. Semi-annual report data must be audited by LPAs, sub-recipients, and grantees for accuracy and completeness by May First and November First of each year. Semi-annual reports will be run by ADOT and reviewed with LPAs, sub-recipients, and grantees on an as-needed basis.

The ADOT DBE Program Plan and LPA/Sub-Recipient DBE Guidelines can be found online at www.azdot.gov.

20) **Immigration**: To the extent applicable under Arizona Revised Statutes Section 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Parties. Each Party retains the legal right to randomly inspect the papers and records of the other Parties or its subcontractor employees who work on the Agreement to ensure that the Parties or its subcontractors are complying with the above-mentioned warranty.

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

22) **Debarment and Suspension**. The RECIPIENT agrees to comply, and assures the compliance of each third-party contractor and sub-recipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension Non-procurement)," 49 C.F.R. Part 29. The RECIPIENT agrees to and assures that its third party contractors and sub-recipients will review the Excluded Parties Listing System at http://epls.arnet.gov/ before entering into any contracts.

23) **Termination for Convenience:** Either Party has the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the FTA, RECIPIENT, or STATE without penalty or recourse.

24) **Transparency Act:** Because ADOT receives federal funds, ADOT is required to comply with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments. The reporting requirements and levels of reporting due to FTA are currently under development. Accordingly, ADOT is not currently aware of reporting requirements that might become required from RECIPIENTS. Should

requirements be stipulated wherein information is required from RECIPIENTS, such information will be requested. The RECIPIENT herein agrees that in a timely manner, and in the method specified by the STATE, the RECIPIENT will provide information that is requested by the STATE to enable the STATE's compliance with the requirements as may be applicable.

25) **Termination for Default:** STATE reserves the right to terminate this Agreement in whole or in part due to failure of RECIPIENT to carry out any term, promise, or condition of the Agreement. STATE will issue a written ten (10) day cure notice to RECIPIENT for failure to adequately perform, or if there is reason for STATE to believe that the RECIPIENT cannot or will not adequately perform the requirements of the Agreement. If RECIPIENT does not submit a Corrective Action Plan to the satisfaction of STATE within the ten (10) day period, then STATE may pursue action in accordance with Section III: Arbitration.

26) **Federal Certifications and Assurances for FTA Assistance Programs:** Pursuant to 49 U.S.C. 5323(n), the FTA consolidated the certifications and assurances required by Federal law or regulations for its programs with an effective date of October 1, 2010. The applicant for any project financed under the authority of 49 U.S.C. Chapter 53, Title 23, United States Code or any other Federal statue was required to submit new Federal Certifications and Assurances to FTA for any funding received through FTA annually. The Arizona Department of Transportation (ADOT) is considered the Applicant for allocated and obligated federal monies used in various projects including but not limited to the 5310, 5311, 5316, 5317 grant programs, research projects, study projects, planning projects, regardless of whether the funds are expended by ADOT, reimbursed to grant applicants / recipients / sub-recipients / contractors, or passed through to grant applicants / recipients / sub-recipients / contractors and is required to submit annual Certifications and Assurances to FTA. Attorney affirmation of authority to certify and assure is also required.

    Annual Certifications and Assurances to FTA generally remain in effect for either the duration of the Grant or Cooperative Agreement supporting the Project until the Project is closed out or for the duration of the Project or Project property when a useful life or industry standard is in effect, whichever occurs later. If, however, the Applicant provides Certifications and Assurances to FTA in a later year that differ from the Certifications and Assurances previously provided, the later Certifications and Assurances will apply to the Grant, Cooperative Agreement, Project, or Project property unless an exception is granted by FTA in writing. The effect of this is that ADOT must sign new certifications and assurances annually since changes typically occur annually.

    As the applicant, ADOT is responsible for compliance with the provisions of the FTA Certifications and Assurances by each recipient or sub-recipient. Accordingly, each sub-recipient that will be implementing projects is required to affirm compliance by submitting an annual Certification and Assurances to ADOT.

    The FTA Certification and Assurances required of ADOT and its recipients / sub-recipients are found in Exhibit B. Throughout the document, the term "Applicant" referred to ADOT in the original certification to the FTA and now refers to ADOT's recipients / sub-recipients in this certification. Completion and Signing of this FTA Certification and Assurances document is a requirement and a condition to receive federal funding through ADOT and does not relieve the sub-recipient of any obligation of other certifications or assurances required in any application or contracting process, and should be treated as an addition to such certifications and assurances.

27) **Entire Agreement**. This Agreement may be amended, modified, or waived only by an instrument in writing signed by both Parties. Should the PROJECT awarded under this Agreement be completed at a lower cost than the amount awarded, or for any other reason should any of these funds not be expended, or expended in other than in strict accordance with the terms and conditions of this Agreement, a proportionate amount of the funds provided shall be reimbursed to the STATE. Except as identified in the PROJECT the RECIPIENT shall not assign any portion of the PROJECT or execute any agreement, contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the STATE.

V. SECURITY AGREEMENT

1) In consideration of the STATE purchasing the PROJECT equipment identified in Exhibit A including any equipment added, and conveying title thereto, the RECIPIENT hereby grants ADOT a security interest in the PROJECT equipment in the amount of indicated in Exhibit A as the "Federal Portion" payable to the Department upon its demand, if and only if:
    a. The RECIPIENT by itself or any agent sells, transfers, offers or attempts to sell or transfer, in whole or in part, the PROJECT equipment, or,
    b. The PROJECT equipment is totally destroyed or is lost, stolen or otherwise disappears, or,
    c. This Agreement by and between the STATE and the RECIPIENT is terminated.

2) In the event of the occurrences described in Paragraphs 1 or 3 above, the RECIPIENT shall be liable for no more than the fair market value of the PROJECT equipment on the date of the occurrence of such event.

3) In the event the PROJECT is totally destroyed, lost, stolen, or disappears, the obligation herein may be extinguished by assigning to ADOT the proceeds of insurance covering such an event, provided the assignment and the ultimate payment is equal to the fair market value of the PROJECT equipment on the date of occurrence of such event.

4) Upon the occurrence of any other event described herein which would allow the STATE to demand payment under this agreement, the obligation assured herein may be extinguished by assigning the herein PROJECT equipment to ADOT in as good a condition as when received, normal wear and tear excepted, thereby no longer having any further obligation to reimburse the STATE should the STATE exercise its right to terminate the agreement under the terms of the agreement under paragraph (2) of Section III. ADOT may refuse to accept such assignment, if in its sole judgment the PROJECT equipment has been abused or is in such condition as to substantially impair its value.

5) During the useful, economical life of the PROJECT equipment, as defined in the applicable Program Handbook and Application for the grant year, the equipment may be returned to ADOT subject to its acceptance, and the obligation herein will be extinguished.

6) In the event of a vehicle transfer back to ADOT during useful life, the Secondary Manufacturer and Aftermarket Vehicle Components, in addition to the original equipment manufacturer (OEM) components (as supplied by the manufacturer or vendor to the STATE or ADOT) or their equivalent—must remain with the vehicle as delivered by ADOT to the RECIPIENT and are considered to be included in the lien.

7) **Secondary Manufacturer and Aftermarket Vehicle Components As Part of the Lien for Lift-Equipped Vehicles:** In addition to the Original Equipment Manufacturer (OEM—i.e., Ford, Dodge, Chevrolet, etc.) chassis, the Secondary Manufacturer adds to this chassis the following equipment, non-inclusive, which are considered part of the vehicle and therefore remain on lien with the vehicle, along with OEM components (Note: as a part of the vehicle modifications, the Secondary Manufacturer may also remove some OEM parts, replacing with after-market items):

    a. Fast idle system, after-market alternator (200A) replacing OEM unit, related wiring, accessory drive belts and pulleys (varies by vehicle type, alternator and A/C compressor configuration), inside vehicle-located electrical fuse, fuse block and breaker box with key(s),
    b. Under-hood or elsewhere on chassis, dual deep cycle marine batteries, in some vehicles combined with an isolator system,
    c. Adjacent to, behind and above the front windshield area, a separate or modified body which is manufactured and installed in the driver and passenger compartment area to accommodate the driver, his/her vehicle and accessory system controls, and passenger, mobility-device and safety equipment. This body construction or modification typically includes related after-market windows, passenger service entry door(s), emergency rear door(s), and emergency exit/access door (i.e., hatch, roof mounted). The degree to which OEM equipment and body parts (including doors, windows, etc.) are

removed permanently by the secondary manufacturer for the latter's vehicle modification purposes varies by whether the vehicle is a dual-rear wheel cutaway or single rear wheel raised roof lift van,

d. Passenger (and on some vehicles, driver's) seats and, where required, seat belts,
e. Passenger ingress, egress and other assist stanchions and handrails, modesty panels,
f. Wheelchair lift door, lift mechanism and related control apparatus at the lift and driver area, related transmission/brake interlock equipment preventing unwanted motion of the vehicle when door is ajar and/or lift is otherwise in operation,
g. Wheelchair position components, related restraint and securement belts and belt storage,
h. Added springs or other weight compensating devices to suspension,
i. Additional equipment related to dual battery installation (in some units),
j. Basic first aid kit and other emergency/safety items, typically including flares, reflector triangles and fire extinguisher, wide-view internal rearview mirror, and outside rearview "RV-style" mirrors, internal and external lighting for lift, access doors and interior of vehicle, reverse alarm (some vehicles),
k. Rear heater and related lines and under-body flow controls,
l. Air conditioning equipment for rear passenger area including added condenser(s) (street-side "skirt" mounted), rear compartment evaporator, related refrigerant lines, air outlets and controls, on some units added (second) compressor and related belts and pulleys.
m. If the recipient-agency returning the vehicle to ADOT is uncertain regarding any particular component, it may contact ADOT or the issuing vendor regarding that component(s). The RECIPIENT should otherwise assume that any component supplied on or with the vehicle at the time of delivery to the RECIPIENT should be returned to ADOT in its originally-removed state.
n. Other equipment purchased by ADOT (on behalf of the recipient-agency) is to remain with vehicle or otherwise be returned to ADOT.
o. After-market communication radios or other communication equipment supplied by ADOT, if ADOT agrees that the RECIPIENT should have further legitimate use of the equipment should be returned to ADOT.
p. This list includes only "major" items added by the after-market supplier and shall not be considered all-inclusive. The vendor and ADOT retain on file complete parts listings that will be reviewed by ADOT upon return of the vehicle to ADOT and/or prior to transfer of the vehicle to another recipient agency.

8) This security agreement and its terms shall not inure to the benefit of any assignee, purchaser for value, or any other person acquiring an interest herein, and this security interest herein created shall not be extinguished until and unless the STATE receives the fair market value of the PROJECT equipment on the date of assignment, purchase, or acquisition of other interest.

VI. COMPLIANCE WITH MANUFACTURER'S MAINTENANCE SCHEDULE

By signing this application/contract, the applicant for a grant under provisions of the Elderly Individuals and Individuals with Disabilities Program (49 U.S.C. § 5310, of the Federal Transit Act); and/or, Job Access Reverse Commute (§ 5316 JARC); and/or, New Freedoms (§5317); agrees to abide by the vehicle manufacturer's schedule of maintenance, at a minimum, during the period this vehicle is operated in conjunction with the Arizona Department of Transportation, or its successor agency.

VII. GENERAL ASSURANCES

1) The APPLICANT is a private non-profit organization incorporated in the State of Arizona, a Tribal government or related Tribal community, or that it is a public body which has been designated as an eligible Section 5310 recipient.

2) The APPLICANT has or will have the legal, financial, and technical capacity to carry out its proposed Section 5310 project described herein, including safety and security aspects of that program.

3) The APPLICANT will have satisfactory continuing control over the use of project equipment and facilities.

4) The APPLICANT has, or will have prior to delivery, sufficient funds to provide the local match for the equipment purchased under this contract and to operate the vehicles or equipment purchased under this project.

5) The APPLICANT assures affirmative compliance with Title VI of the Civil Rights Act of 1964 – Nondiscrimination in the Provision of Service (FTA C 4702.1; FTA C 9040.1E; and FTA C 9070.1E).

6) The transportation needs of elderly persons and persons with disabilities have or will be addressed by the APPLICANT, pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794).

7) The APPLICANT has demonstrated and will continue to demonstrate efforts to achieve coordination with other transportation providers, including social service agencies capable of purchasing service. The APPLICANT has participated in the development of a local coordinated public transit□human services transportation plan for the area(s) in which project vehicles will be used.

8) Private transit and paratransit operators and the public have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the provision of the proposed transportation services by the APPLICANT.

9) The APPLICANT assures that it will comply with applicable provisions of the Americans with Disabilities Act (ADA), otherwise known as Public Law No. 101-336 and applicable provisions of 49 CFR Parts 27, 37 and 38: Transportation for Individuals with Disabilities; Final Rule.

10) The Applicant will comply with the applicable provisions of the guidelines relative to charter bus service (Title 49 CFR Part 604) and school bus operations (Title 49 CFR Part 605; Title 49 USC 5323(f)).

11) The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

VIII. DRUG FREE WORKPLACE ACT CERTIFICATION

The RECIPIENT certifies that it will provide a drug-free workplace by:

1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2) Establishing an ongoing drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The applicant's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations in the workplace;

3) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a);

4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant or cooperative agreement, the employee will:

   a. Abide by the terms of the statement;
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5) Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee as working, unless the Federal agency has designated a cartel point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or cooperative agreement.

6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who was convicted:
   a. Taking appropriate personnel action against such a employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

7) The addresses of all workplaces maintained by the Applicant are provided on an accompanying list.

IX. CERTIFICATION ON RESTRICTIONS ON LOBBYING

The RECIPIENT (excluding Federally recognized Tribal governments, (Tribes, Nations, Communities) and its representative hereby certify to the Arizona Department of Transportation, that to the best of my knowledge and belief:

1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
   a. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form□LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
   b. The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, sub agreements, contracts under grants, loans, and cooperative agreements).

2) The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal Government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a 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.

X. DEBARMENT, SUSPENSION, RESPONSIBILITY MATTERS FOR PRIMARY AND LOWER TIER COVERED TRANSACTIONS

In accordance with the provisions of U.S. Department of Transportation (U.S. DOT) regulations on Government wide Debarment and Suspension (Nonprocurement) at 49 CFR 25.510, the Applicant (Primary Participant) certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in paragraph 2 of this certification, and;

4) Have not within a three year period preceding this application had one or more public transactions (Federal, state or local) terminated for cause or default.

5) The Applicant (Primary Participant) certifies that if it becomes aware of any later information that contradicts the statements in paragraphs 1 through 4 above, it will promptly inform FTA. Should the Applicant (Primary Participant) be unable to certify to statements set forth in paragraphs 1 through 4 above, it shall so acknowledge with its signature and provide a written explanation to FTA.

XI. COMMUNICATION AND CONTACT INFORMATION

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

STATE Agreement Contact:	**Arizona Department of Transportation**	*STATE Program Contact*	**Arizona Department of Transportation**	*RECIPIENT Agreement Contact*	**Gila County G.E.S.T.,**
Contact	Sally J. Palmer Contracts Administrator	**Contact**	Dan Harrigan State Program Manager	**Contact**	David Caddell; David J.H. Fletcher
Mailing Address	Multimodal Planning Division Mail Drop 310B 206 S. 17th Avenue Phoenix, AZ 85007	**Mailing Address**	Multimodal Planning Division Mail Drop 310B 206 S. 17th Avenue Phoenix, AZ 85007	**Mailing Address**	5515 S. Apache Avenue, Suite 200 Globe, AZ 85501 (928) 402-8664
Phone	602-712-6732	**Phone**	602-712-8232	**Phone**	(520) 297-6049
Fax	602-712-3046	**Fax**	602-712-3046	**Fax**	(928) 425-9468
Email	spalmer@azdot.gov	**Email**	dharrigan@azdot.gov	**Email**	dcaddell@co.gila.az.us

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

RECIPIENT **Gila County G.E.S.T.**	**STATE OF ARIZONA** **Arizona Department of Transportation**
By O.V.B. Caldwell	**By** for
Gila County G.E.S.T.	Joseph S. Omer, Division Director Multimodal Planning Division
3/2/12 Date Signed	4/19/12 Date Signed

FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant	Gila County G.E.S.T.

The Applicant / Recipient / Sub-Recipient agrees to comply with provisions of the Categories indicated herein applicable to the Award indicated in Exhibit A. Details of each category are further explained in Exhibit B. Even if every category is not applicable to RECIPIENTs current award you must indicate by initialing that should the category become applicable during the life of this agreement, that RECIPIENT will at that time comply. Initial every right-hand box on this form to indicate that the RECIPIENT agrees to comply.

Category / Item	Description	Initial Each Box
1	Assurances Required for Each Applicant	
A	*Assurance of Authority of the Applicant and Its Representative*	
B	*Standard Assurances*	
C	*Intergovernmental Review Assurance*	
D	*Nondiscrimination Assurance*	
E	*Assurance of Nondiscrimination on the Basis of Disability*	DBC
F	*Suspension and Debarment*	
G	U.S. OMB Assurances	
2	Lobbying	DBC
3	Procurement Compliance	DBC
4	Protections for Private Transportation Providers	DBC
5	Public Hearing	DBC
6	Acquisition of Rolling Stock for Use in Revenue Service	DBC
7	Acquisition of Capital Assets by Lease	DBC
8	Bus Testing	DBC
9	Charter Service Agreement	DBC
10	School Transportation Agreement	DBC
11	Demand Responsive Service	DBC
12	Alcohol Misuse and Prohibited Drug Use	DBC
13	Interest and Other Financing Costs	DBC
14	Intelligent Transportation Systems	DBC
15	Urbanized Area Formula Program	DBC
16	Clean Fuels Grant Program	DBC
17	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program	DBC
18	Non-Urbanized Area Formula Program for States	DBC
19	Job Access and Reverse Commute Program	DBC
20	New Freedom Program	DBC
21	Paul S. Sarbanes Transit in Parks Program	DBC
22	Tribal Transit Program	DBC
23	TIFIA Projects	DBC
24	Deposits of Federal Financial Assistance to a State Infrastructure Bank	DBC

FEDERAL FISCAL YEAR 2012 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: Gila County dba, Gila Employment and Special Training

Name and Relationship of Authorized Representative: Tommie C. Martin, Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2012.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances, should apply, as provided, to each project for which the Applicant seeks now, or may later seek FTA funding during Federal Fiscal Year 2012.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 4/3/12

Name Tommie C. Martin, Chairman Gila Co. Board of Supervisors
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Gila County, dba Gila Employment and Special Training

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____ Date: 4 3 12

Name Bryan Chambers, Gila County Attorney

Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Application may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

APPROVAL OF GILA COUNTY G.E.S.T.

I have reviewed the above referenced proposed grant agreement, BETWEEN the STATE OF ARIZONA, by and through its ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION and GILA COUNTY G.E.S.T., and declare this agreement to be in proper form and within the powers and authority granted to the GILA COUNTY G.E.S.T. under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 3rd day of April, 2012

Attorney for the GILA COUNTY G.E.S.T.

TOM HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

GRANT AGREEMENT

A.G. Contract No. P0012012000448-56 **(JPA 12-056)**, an Agreement between public agencies, i.e., The State of Arizona and Gila County G.E.S.T., has been reviewed pursuant to A.R.S. §§ 28-401 and 28-334, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 11, 2012

TOM HORNE
Attorney General

Susan Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ln:#2656108
Attachment

EXHIBIT A
PROJECT

GRANT	PROGRAM	Rural / Urban	Award Description	Location	Project No	Federal Capital Cost	Local Capital Match 5310 = 90/10 5316/5317 = 80/20	Federal Operating Cost	Local Operating Match 5310 = 90/10 5316/5317 = 50/50	Federal Mobility Management Cost	Local Mobility Management Match 5310 = 90/10 5316/5317 = 80/20	Award Total (Fed + Local Match)
AZ-37-X019	5316	Rur	Operating	Gila	G1937QYT		$ -	$ 20,000.00	$ 20,000.00		$ -	$ 40,000.00
AZ-37-X019	5316	Rur	4X4 Quad Crew Cab	Gila	G1937RET	$ 22,400.00	$ 5,600.00		$ -		$ -	$ 28,000.00

Non Rolling Stock Match Must Be Reduced from Each Reimbursement Invoice Submitted. Total Non Rolling Stock Match:	**$20,000.00**

Total Local Match for Rolling Stock	**$ 5,600.00**
Rolling Stock Administration Fee	**$ 700.00**
Total Funds Due With Signed Agreement	**$ 6,300.00**

EXHIBIT B

FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

GROUP 01. ASSURANCES REQUIRED FOR EACH APPLICANT

You must select the following assurances in Group 01.

A. *Assurance of Authority of the Applicant and Its Representative.* Both you and the Applicant's attorney who sign these certifications, assurances, and agreements, affirm that both the Applicant and you as its authorized representative may, under their State, local, or Indian tribal law and regulations, and the Applicant's bylaws or internal rules, undertake the following activities on behalf of the Applicant:

1. Execute and file its application for Federal funds,
2. Execute and file its certifications, assurances, and agreements binding its compliance, and
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA.

B. *Standard Assurances.* The Applicant assures that:

1. It has sufficient authority under its State, local, or Indian tribal law, regulations by-laws and internal rules to carry out each FTA funded project as required by Federal laws and regulations,
2. It will comply with all applicable Federal statutes and regulations to carry out any FTA funded project,
3. It is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for the project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to Grant Agreement or Cooperative Agreement,
4. It recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation,
5. It understands that Presidential executive orders and Federal directives, including Federal policies and program guidance, may be issued concerning matters affecting the Applicant or its project, and
6. It agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA determines otherwise in writing.

C. *Intergovernmental Review Assurance. This assurance does not apply to Indian tribe or organization or a tribal organization that applies for funding under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).* The Applicant assures that it has or will submit each Federal funding application to the appropriate State and local agencies for intergovernmental review to facilitate compliance with U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

D. *Nondiscrimination Assurance.*

1. The Applicant assures that it will comply with the following laws and United States will be denied the benefits of, or otherwise be subjected to discrimination in any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, creed, sex, or age:
   a. Federal transit law, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and
   c. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21.
2. As required by 49 CFR 21.7, the Applicant assures that:
   a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
      (1) It conducts each project,
      (2) It undertakes property acquisitions, and
      (3) It operates the project facilities, including:
         (a) Its entire facilities, and
         (b) Its facilities operated in connection with its project,
   b. This assurance applies to its entire project and entire facilities, including facilities operated in connection with its project,
   c. It will promptly take the necessary actions to carry out this assurance, including:
      (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
      (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,

d. If it transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

(1) While the property is used for the purpose that the Federal funding is extended,

(2) While the property is used for another purpose involving the provision of similar services or benefits,

e. The United States has a right to seek judicial enforcement of any matter arising under:

(1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) This assurance,

f. It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with:

(1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) Federal transit law, 49 U.S.C. 5332,

g. It will extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party participant, including:

(1) Any subrecipient,

(2) Any transferee,

(3) Any third party contractor or subcontractor at any tier,

(4) Any successor in interest,

(5) Any lessee, or

(6) Any other participant in the project,

h. It will include adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including:

(1) Each subagreement,

(2) Each property transfer agreement,

(3) Each third party contract or subcontract at any tier,

(4) Each lease, or

(5) Each participation agreement,

i. The assurances it has made will remain in effect for the longest of the following:

(1) As long as Federal funding is extended to the project,

(2) As long as the Project property is used for a purpose for which the Federal funding is extended,

(3) As long as the Project property is used for a purpose involving the provision of similar services or benefits, or

(4) As long as the Applicant retains ownership or possession of the project property.

E. *Assurance of Nondiscrimination on the Basis of Disability.*

1. The Applicant assures that it and its project implementation and operations will comply with all applicable requirements of:

a. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq.,

b. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., c. U.S. DOT regulations, specifically 49 CFR parts 27, 37, and 38, and

d. Any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated,

2. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, the Applicant assures that:

a. The following prohibition against discrimination on the basis of disability is a condition to the approval or extension of any FTA funding awarded to:

(1) Construct any facility,

(2) Obtain any rolling stock or other equipment,

(3) Undertake studies,

(4) Conduct research, or

(5) Participate in or obtain any benefit from any FTA administered program,

b. In any program or activity receiving or benefiting from Federal funding FTA or any entity within U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be:

(1) Excluded from participation,

(2) Denied benefits, or

(3) Otherwise subjected to discrimination.

F. *Suspension and Debarment.*

1. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on

Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180, permit certifications to assure the Applicant acknowledges that:

2. The Applicant certifies to the best of its knowledge and belief that, it, its principals, and first tier subrecipients:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

(1) Debarred,
(2) Suspended,
(3) Proposed for debarment,
(4) Declared ineligible, or
(5) Voluntarily excluded, or
(6) Disqualified,

b. Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

(1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
(2) Violation of any Federal or State antitrust statute, or
(3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding Section 2.b of this certification,

d. Have not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this certification,

e. Will promptly provide any information to the FTA if at a later time any information contradicts the statements of subparagraphs (1) through (4) above, and

f. Will treat each lower tier contract or lower tier subcontract under the Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

(1) Equals or exceeds $25,000,
(2) Is for audit services, or
(3) Requires the consent of a Federal official,

g. Will require that each covered lower tier contractor and subcontractor:

(1) Comply with the Federal requirements of 2 CFR part 1200 and 2 CFR part 180, and
(2) Assure that each lower tier participant in the Project is not presently declared by any Federal department or agency to be:

(a) Debarred from participation in the federally funded project,
(b) Suspended from participation in the federally funded project,
(c) Proposed for debarment from participation in the federally funded project,
(d) Declared ineligible to participate in the federally funded project,
(e) Voluntarily excluded from participation in the federally funded project, or
(f) Disqualified from participation in the federally funded Project.

3. The Applicant will provide a written explanation indicated on its Signature Page or a page attached in FTA's TEAM if it or any of its principals, including any of its first tier subrecipients or lower tier participants, is unable to certify to the preceding statements in this certification.

G. U.S. OMB Assurances in SF–424B and SF–424D. (These assurances are consistent with U.S. OMB assurances required in SF– 424B and SF–424D.)

1. *Administrative Activities.* The Applicant assures that:

a. For every project described in any application it submits, it has adequate resources to properly plan, manage, and complete the project, including:

(1) The legal authority to apply for Federal funding, and
(2) The institutional capability,
(3) The managerial capability, and
(4) The financial capability (including funds sufficient to pay the non-Federal share of project cost).

b. It will give access and the right to examine project-related materials, including but not limited to:

(1) FTA,
(2) The Comptroller General of the United States, and,
(3) If appropriate, the State, through any authorized representative,

c. It will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

d. It will establish safeguards to prohibit employees from using their positions for a purpose that:

(1) Results in a personal or organizational conflict of interest, or personal gain, or
(2) Presents the appearance of a personal or organizational conflict of interest or personal gain.

2. *Project Specifics.* The Applicant assures that:

a. Following receipt of FTA award, it will begin and complete Project work within the applicable time periods,

b. For FTA funded construction projects:

(1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications

(2) It will to the extent practicable provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,

(3) It will include a covenant in the title of federally funded real property acquired to assure nondiscrimination during the useful life of the project,

(4) To the extent FTA requires, it will record the Federal interest in the title to FTA assisted real property or interests in real property, and

(5) To the extent practicable, without permission and instructions from FTA, it will not alter the site of the FTA funded construction project or facilities by:

(a) Disposing of the underlying real property or other interest in the site and facilities,

(b) Modifying the use of the underlying real property or other interest in the site and facilities, or

(c) Changing the terms of the underlying real property title or other interest in the site and facilities.

c. It will furnish progress reports and other information as FTA or the State may require.

3. *Statutory and Regulatory requirements.* The Applicant assures that:

a. It will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to the:

(1) Prohibitions against discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act, 42 U.S.C. 2000d,

(2) Prohibitions against discrimination on the basis of sex of:

(a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681–1683, and 1685–1687, and

(b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,

(3) Prohibitions against discrimination on the basis of age in federally assisted programs of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101–6107,

(4) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability,

(5) Prohibitions against discrimination on the basis of disability of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,

(6) Nondiscrimination requirements relating to the sale, rental, or financing of housing of Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.,*

(7) Prohibitions against discrimination on the basis of drug abuse of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq.,

(8) Prohibitions against discrimination on the basis of alcohol abuse of the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.,*

(9) Confidentiality requirements for the records of alcohol and drug abuse patients of the Public Health Service Act, as amended, 42 U.S.C. 290dd– 290dd–2, and

(10) Nondiscrimination provisions of any other statute(s) that may apply to the project,

b. Regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, it will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally assisted programs, and:

(1) It has the necessary legal authority under State and local law to comply with:

(a) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 et seq., as specified by sections 210 and 305 of that Act, 42 U.S.C. 4630 and 4655, respectively, and

(b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4.

(2) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations including but not limited to doing the following:

(a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,

(b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, it will provide fair and reasonable relocation payments and assistance for displacement, resulting from any FTA funded project, of:

1 Families and individuals,

2 Partnerships, corporations, or associations,

(c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in to the U.S. DOT regulations to such displaced:

1 Families and individuals,

2 Partnerships, corporations, or associations,

(d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement it will make available comparable replacement dwellings to families and individuals,

(e) It will:

1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and

2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,

(f) It will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652,

(g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631,

(h) It will execute the necessary implementing amendments to third party contracts and subagreements financed with FTA funding, and

(i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances, and

(j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA funded project involving relocation or land acquisition, and

(k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,

c. To the extent practicable, it will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of leadbased paint in the construction or rehabilitation of residence structures,

d. It will, to the extent practicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:

(1) The National Research Act, Pub. L. 93–348, July 12, 1974, as amended, 42 U.S.C. 289 et seq., and (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,

e. It will, to the extent practicable, comply with the labor standards and protections for federally funded projects of:

(1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq.,

(2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively,

(3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,

f. It will, to the extent practicable, comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders, including but not limited to the following:

(l) It will comply with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321–4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,

(2) It will comply with notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note,

(3) It will comply with protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note,

(4) It will comply with evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note,

(5) It will comply with an assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451–1465,

(6) It will comply with Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401–7671q,

(7) It will comply with protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f–300j–6,

(8) It will comply with protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531–1544, and

(9) It will comply with environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c),

(10) It will comply with protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271–1287, and

(11) It will comply with and facilitate compliance with

(a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,

(b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469–469c, and

(c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,

g. To the extent practicable, it will comply with Federal requirements for the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal funding of:

(1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and

(2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4,

h. To the extent practicable, before accepting delivery of any FTA funded building it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR 41.117(d),

i. To the extent practicable, it and its subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:

(1) Participating in the Federal flood insurance program,

(2) Purchasing flood insurance if the total cost of insurable construction and acquisition is $10,000 or more,

j. To the extent practicable, it will comply with:

(1) The Hatch Act, 5 U.S.C. 1501– 1508, 7324–7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement, and

(2) 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding to whom the Hatch Act does not otherwise apply,

k. It will have performed the financial and compliance audits as required by:

(1) The Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,

(2) U.S. OMB Circular A–133, "Audits of States, Local Governments, and Non- Profit Organizations," Revised, and

(3) The most recent applicable U.S. OMB A–133 Compliance Supplement provisions for the U.S. DOT, and l. It will, to the extent practicable, comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

GROUP 02. LOBBYING CERTIFICATION

You must select the following certifications in Group 02 because ADOT's cooperative agreement exceeds $100,000, or a loan (including a line of credit), loan guarantee, or loan insurance exceeding $150,000, except if you are applying on behalf of an Indian tribe, tribal organization, or other Indian organization.

As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110, you and your Applicant understand that:

a. The lobbying restrictions of your certification apply to your Applicant's requests for:

(1) $100,000 or more in Federal funding for a grant or cooperative agreement, and

(2) $150,000 or more in Federal funding for a loan, line of credit, or loan guarantee,

b. Its certification covers the lobbying activities of:

(1) It,
(2) Its principals, and
(3) Its first tier subrecipients:

Therefore, on behalf of your Applicant, you certify to the best of your knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid by or on its behalf to any person:
a. To influence or attempt to influence:
(1) An officer or employee of any Federal agency,
(2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress,
b. Regarding the award of a:
(1) Federal grant or cooperative agreement, or
(2) Federal loan, line of credit, loan guarantee, or loan insurance

2. It will submit a complete OMB Standard Form-LLL, "Disclosure of Lobbying Activities (Rev. 7–97)," in accordance with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person:
a. To influence or attempt to influence:
(1) An officer or employee of any Federal agency,
(2) A Member of Congress, an employee of a Member of Congress, or an officer or employee of Congress, or
b. Regarding any application for a:
(1) Federal grant or cooperative agreement,
(2) Federal loan, line of credit, loan guarantee, or loan insurance, and

3. It will include the language of this certification in the award documents for all subawards at all tiers including, but not limited to:
a. Subcontracts,
b. Subgrants,
c. Subagreements, and
d. Third party contracts under a:
(1) Federal grant or cooperative agreement, or
(2) Federal loan, line of credit, loan guarantee, or loan insurance, and

4. It understands that:
a. This certification is a material representation of fact that the Federal Government relies on, and b. It must submit this certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
(1) Federal grant or cooperative agreement, or
(2) Federal loan, line of credit, loan guarantee, or loan insurance, and

5. It also understands that any person who does not file a required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

GROUP 03. PROCUREMENT COMPLIANCE

You must select Group 03, especially if your Applicant is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent FTA has approved otherwise in writing.

GROUP 04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

Applies to awards for 49 U.S.C. chapter 53 funding to:
☐*Acquire property of a private transit operator, or*
☐*Operate public transit in competition with or in addition to a private transit provider*

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that:

1. Before it:
a. Acquires the property or an interest in the property of a private provider of public transportation, or
b. Operates public transportation equipment or facilities:
(1) In competition with transportation service provided by an existing public transportation company, or

(2) In addition to transportation service provided by an existing public transportation company,

2. It has or will have:
a. Determined that the funding is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306,
b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
c. Paid just compensation under State or local law to the company for any franchise or property acquired.

GROUP 05. PUBLIC HEARING

Applies to awards for 49 U.S.C. chapter 53 funding for a capital project that will substantially affect a community or its transit service.

As required by 49 U.S.C. 5323(b), the Applicant certifies that:

1. Before submitting an application for a capital project that:
a. Will substantially affect:
(1) A community, or
(2) The public transportation service of a community, and
b. Also will affect:
(1) Significant economic interests,
(2) Significant social interests, or
(3) Significant environmental interests, It will:
(1) Provide an adequate opportunity for public review and comment on the project, after giving notice that:
(a) Includes a concise description of the proposed project; and
(b) Has been published in a newspaper of general circulation in the geographic area the project.
(2) Hold a public hearing on the project if the project affects:
(a) Significant economic interests,
(b) Significant social interests, or
(c) Significant environmental interests,

2. It will have considered the economic, social, and environmental effects of the project, and

3. It will have determined that the project is consistent with official plans for developing the community.

GROUP 06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE

Applies to awards for 49 U.S.C. chapter 53 funding to acquire any rolling stock for use in revenue service.

The Applicant certifies that in procuring revenue service rolling stock, it will comply with:

1. Federal transit law, specifically 49 U.S.C. 5323(m),

2. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, specifically 49 CFR 663.7, as modified by amendments authorized by section 3023(k) of SAFETEA–LU, including the requirements to:
a. Conduct or cause to be conducted the required preaward and post delivery reviews, and
b. Maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

GROUP 07. ACQUISITION OF CAPITAL ASSETS BY LEASE

Applies to awards for 49 U.S.C. chapter 53 funding to acquire capital assets by lease.

As required by FTA regulations, "Capital Leases," 49 CFR part 639, specifically 639.15(b)(1) and 639.21, if the Applicant acquires any capital asset by lease financed with Federal funding authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

1. It will not use Federal funding authorized under 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until:
a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and

b. It completes these calculations before the later of:
(1) Entering into the lease, or
(2) Receiving a capital grant for the asset, and

2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

GROUP 08. BUS TESTING

Applies to awards for 49 U.S.C. chapter 53 funding to acquire any new or newly configured bus or a bus with new major components.

The Applicant certifies that:

1. It will comply with Federal transit law, specifically 49 U.S.C. 5318,

2. FTA regulations, "Bus Testing," 49 CFR part 665, specifically 49 CFR 665.7, requires that
a. Before:
(1) Spending any Federal funds to acquire:
(a) The first bus of any new bus model,
(b) The first bus with a new major change in configuration or components, or
(2) Authorizing final acceptance of a new bus model or a bus model with a major change in components or configuration:
b. It will:
(1) Ensure that the bus model has been tested at FTA's bus testing facility, and
(2) Have received a copy of the test report prepared on the bus model.

GROUP 09. CHARTER SERVICE AGREEMENT

Applicable to any awards for funding to acquire or operate transit facilities and equipment, unless Applicant qualifies for an exception under Federal law and regulations.

As required by 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, the Applicant understands and agrees that:

1. Except in certain circumstances described in its regulations, FTA's "Charter Service" regulations restrict transportation by charter service using facilities and equipment acquired by FTA for transportation projects with Federal funding derived from:
(1) Federal transit laws, 49 U.S.C. chapter 53, or
(2) 23 U.S.C. §§ 133 or 142,

2. FTA's charter service restrictions extend to:
a. The Applicant when it becomes a recipient of Federal funding under:
(1) Federal transit laws, 49 U.S.C. chapter 53, or
(2) 23 U.S.C. §§ 133 or 142,
b. Any third party participant that receives Federal funding derived from:
(1) Federal transit laws, 49 U.S.C. chapter 53, or (2) 23 U.S.C. §§ 133 or 142,
c. A third party participant includes a:
(1) Subrecipient at any tier,
(2) Lessee,
(3) Third party contractor or subcontractor at any tier, and
(4) Other participant in the project,

3. Neither the Applicant nor any third party participant involved in its Project will engage in charter service operations, except as permitted under:
a. Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
b. FTA regulations, "Charter Service," 49 C.F.R. Part 604,
c. Any other Federal Charter Service regulations, or
d. Federal directives, except as FTA determines otherwise in writing.

4. The Applicant agrees that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.

5. The Applicant agrees that:

a. FTA may require corrective measures or impose remedies on it or any subrecipient that has engaged in a pattern of violations of FTA's Charter Service regulations by:

(1) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or

(2) Otherwise violating the Applicant's Charter Service Agreement it has elected in its latest annual Certifications and Assurances.

b. These corrective measures and remedies may include:

(1) Barring it or any third party participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds, or

(2) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations.

GROUP 10. SCHOOL TRANSPORTATION AGREEMENT

Applies to awards for funding to acquire or operate transit facilities and equipment, unless Applicant qualifies for an exception under Federal law and regulations.

As required by 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), the Applicant understands and agrees that:

1. FTA's "School Bus Operations" regulations restrict school bus service as defined in the FTA regulations using facilities and equipment acquired with Federal funding derived from:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

2. FTA's school bus operations restrictions extend to:

a. The Applicant when it becomes a recipient of Federal funding under:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

b. Any third party participant that receives Federal funding derived from:

(1) Federal transit laws, 49 U.S.C. chapter 53, or

(2) 23 U.S.C. §§ 133 or 142,

c. A third party participant includes a:

(1) Subrecipient at any tier,

(2) Lessee,

(3) Third party contractor or subcontractor at any tier, and

(4) Other participant in the project,

3. Neither the Applicant nor any third party participant involved in its Project will engage in school transportation operations in competition with private operators of school transportation, except as permitted under:

a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),

b. FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),

c. Any other Federal School Transportation regulations, or

d. Federal directives, except as FTA determines otherwise in writing.

4. The Applicant agrees that the latest School Transportation Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding.

5. The Applicant agrees that FTA will bar the Applicant or any third party participant that has violated this School Transportation Agreement from receiving Federal transit funding in an amount FTA considers appropriate.

GROUP 11. DEMAND RESPONSIVE SERVICE

Applies to awards for demand responsive service and to awards for 49 U.S.C. chapter 53 funding to acquire non rail transit vehicles.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), the Applicant certifies that:

1. The following public transportation services it offers are equivalent in level and quality of service:

a. Its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs,
b. Its service offered to individuals without disabilities,

2. Viewed in its entirety, the Applicant's service for individuals with disabilities is:
   a. Provided in the most integrated setting feasible, and
   b. Equivalent to the service it offers individuals without disabilities with respect to:
      (1) Response time,
      (2) Fares,
      (3) Geographic service area,
      (4) Hours and days of service,
      (5) Restrictions on trip purpose,
      (6) Availability of information and reservation capability, and
      (7) Constraints on capacity or service availability.

GROUP 12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

You must select the following certification if FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, require Applicant to provide a certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations.

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," specifically 49 CFR part 655, subpart I, the Applicant certifies that it:

1. Has established and implemented:
   a. An alcohol misuse program and
   b. An anti-drug program, and
2. Has complied with or will comply with all applicable requirements of this part.

GROUP 13. INTEREST AND OTHER FINANCING COSTS

Applies to awards to reimburse interest or other financing costs with Urbanized Area Formula Program, Capital Investment Program, or Paul S. Sarbanes Transit in Parks Program funding

The Applicant certifies that:

1. It will not seek reimbursement for interest or other financing costs:
   a. Unless it is eligible to receive Federal funding for those costs,
   b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and

2. It will comply with:
   a. Urbanized Area Formula Program interest provisions of 49 U.S.C. 5307(g)(3),
   b. Capital Investment Program provisions of 49 U.S.C. 5309(g)(2)(B)(iii),
   c. Capital Investment Program provisions of 49 U.S.C. 5309(g)(3)(B)(iii),
   d. Capital Investment Program provisions of 49 U.S.C. 5309(i)(2)(C), and
   e. Paul S. Sarbanes Transit in Parks Program provisions of 49 U.S.C. 5320(h)(2)(C).

GROUP 14. INTELLIGENT TRANSPORTATION SYSTEMS

Applies to awards for an Intelligent Transportation Systems (ITS) project or a project in support of an ITS project. An Applicant for ITS project funding that fails to provide this assurance, without providing other documentation assuring its commitment to comply with applicable Federal ITS standards and protocols, may be ineligible for award of Federal funding for that ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture." The Applicant assures that:

1. As provided in subsection 5307(c) of SAFETEA–LU, 23 U.S.C. 512 note:
   a. "Intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [will] conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a) [of section 5307 of SAFETEA–LU]."

b. ITS standards will not apply if it obtains an exception to subsection 5307(c) of SAFETEA–LU, 23 U.S.C. 512 note.

2. It will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region, if supported with Federal funding not derived from:

a. Title 49, United States Code, or

b. Title 23, United States Code.

3. To facilitate compliance with subsection 5307(c) of 23 U.S.C. 512 note, except as the Federal Government determines otherwise in writing, the Applicant assures that it will comply with:

a. FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455, January 8, 2001, specifically:

(1) Applicable provisions of Section V (Regional ITS Architecture, and

(2) Section VI (Project Implementation), and

b. Other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code,

GROUP 15. URBANIZED AREA FORMULA PROGRAM

Applies to awards for Urbanized Area Formula Program funding, 49 U.S.C. 5307. Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made. Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to spend at least one (1) percent of its Urbanized Area Formula Program funding for public transportation security projects, unless it has certified that such expenses are not necessary. Information about its intentions must be recorded in the "Security" tab page of the TEAM–Web "Project Information" window when it submits its Urbanized Area Formula Program application in TEAM–Web.

We may not award Urbanized Area Formula Program funding to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to spend one (1) percent of its Urbanized Area Formula Program funding for eligible transit enhancements unless its quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the required list or sufficient information to demonstrate that the Designated Recipients in its area together have spent one (1) percent of the amount of Urbanized Area Program funding made available to them for transit enhancement projects or have included the same information in a separate report attached in TEAM–Web.

The following certifications apply to each Applicant for funding under the Urbanized Area Formula Program authorized under 49 U.S.C. 5307. The Applicant certifies that:

1. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:

a. Legal capacity to carry out its proposed projects,

b. Financial capacity to carry out its proposed projects,

c. Technical capacity to carry out its proposed projects,

d. Safety aspects of its proposed projects, and

e. Security aspects of its proposed projects,

2. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,

3. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,

4. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5307:

a. Elderly individuals,

b. Individuals with disabilities, or

c. Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 et seq.),

5. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under 49 U.S.C. 5307, it will:

a. Use competitive procurement (as defined or approved by FTA),

b. Not use exclusionary or discriminatory specifications in its procurements,

c. Comply with applicable Buy America laws, and

d. Comply with the:

(1) General provisions for FTA programs of 49 U.S.C. 5323, and

(2) Third party procurement requirements of 49 U.S.C. 5325,

6. As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply with 49 U.S.C. 5307(c) because it:

a. Has informed or will inform the public of the amounts of its Urbanized Area Formula Program funds available under 49 U.S.C. 5307, and the projects it proposes to undertake,

b. Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,

c. Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,

d. Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,

e. Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal Government source other than U.S. DOT,

f. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and

g. Has made or will make the final list of projects available to the public,

7. As required by 49 U.S.C. 5307(d)(1)(G), it:

a. Has or will have the amount of funds required for the local share,

b. Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

c. Will provide the local share funds when needed,

8. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:

a. The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

(1) Maximize the safe, secure, and efficient mobility of people,

(2) Minimize environmental impacts, and,

(3) Minimize transportation-related fuel consumption and reliance on foreign oil,

b. The requirements of 49 U.S.C. 5301(d) for special efforts to:

(1) Design public transportation for elderly individuals and individuals with disabilities, and

(2) Provide public transportation for elderly individuals and individuals with disabilities, and

c. The requirements of 49 U.S.C. 5303—5306 for:

(1) Metropolitan and State Planning, and

(2) Private enterprise participation,

9. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

a. Raising a fare, or

b. Implementing a major reduction of public transportation,

10. As required by 49 U.S.C. 5307(d)(1)(J), if it serves an urbanized area with a population of at least 200,000:

a. Each fiscal year, it will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security projects (limited to capital projects in the case of an Applicant serving an urbanized area with a population of 200,000 or more), or

b. That fiscal year, it will certify that such expenses for transportation security projects are not necessary,

c. Public transportation security projects include:

(1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),

(2) Increased camera surveillance of an area in or adjacent to that system,

(3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and

(4) Any other project intended to increase the security and safety of an existing or planned public transportation, and

11. As required by 49 U.S.C. 5307(d)(1)(K), if it serves an urbanized area with a population of at least 200,000:

a. Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined in 49 U.S.C. 5302(a),

b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and

c. The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

GROUP 16. CLEAN FUELS GRANT PROGRAM

Applies to awards for Clean Fuels Grant Program funding, 49 U.S.C. 5308. Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.

The following certifications apply to each Applicant for funding under the Clean Fuels Grant Program authorized under 49 U.S.C. 5308:

1. As required by FTA regulations, "Clean Fuels Grant Program, 49 CFR part 624, specifically 49 CFR 624.7, the Applicant certifies it will operate vehicles purchased with Federal funding provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.

2. Under 49 U.S.C. 5308(d)(1), the requirements of 49 U.S.C. 5307 apply to the Clean Fuels Grant Program. To comply with those requirements, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:

a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:
(1) Legal capacity to carry out its proposed projects,
(2) Financial capacity to carry out its proposed projects,
(3) Technical capacity to carry out its proposed projects,
(4) Safety aspects of its proposed projects, and
(5) Security aspects of its proposed projects,

b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5308:
(1) Elderly individuals,
(2) Individuals with disabilities, or
(3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.),

e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under 49 U.S.C. 5308, it will:
(1) Use competitive procurement (as defined or approved by FTA),
(2) Not use exclusionary or discriminatory specifications in its procurements,
(3) Comply with applicable Buy America laws, and
(4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
(5) Comply with the third party procurement requirements of 49 U.S.C. 5325,

f. As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply with 49 U.S.C. 5307(c) because it:
(1) Has informed or will inform the public of the amounts of its Clean Fuels Grant Program funds available under 49 U.S.C. 5308, and the projects it proposes to undertake,
(2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
(3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
(4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
(5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,
(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
(7) Has made or will make the final list of projects available to the public,

g. As required by 49 U.S.C. 5307(d)(1)(G), it:
(1) Has or will have the amount of funds required for the local share,
(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed,

h. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

(a) Maximize the safe, secure, and efficient mobility of people,

(b) Minimize environmental impacts, and

(c) Minimize transportation-related fuel consumption and reliance on foreign oil,

(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:

(a) Design public transportation for elderly individuals and individuals with disabilities, and

(b) Provide public transportation for elderly individuals and individuals with disabilities, and

(3) The requirements of 49 U.S.C. 5303—5306 for:

(a) Metropolitan and State Planning, and

(b) Private enterprise participation, and

i. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

(1) Raising a fare, or

(2) Implementing a major reduction of public transportation.

GROUP 17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM

Applies to awards as the direct Applicant for Elderly Individuals and Individuals with Disabilities Formula Grant Program funding 49 U.S.C. 5310, and, if qualified, for Elderly Individuals and Individuals with Disabilities Pilot Program funding, subsection 3012(b) of SAFETEA–LU. Only a State or a State organization acting as the Recipient on behalf of a State may be a direct recipient of this funding. Your State or State organization Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage your State or State organization Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.

The following certifications and assurances apply to each State or State organization serving as Applicant for funding and each subrecipient of funding under the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized under 49 U.S.C. 5310, and the Elderly Individuals and Individuals with Disabilities Pilot Program authorized under subsection 3012(b) of SAFETEA– LU.

1. The State or State organization Applicant assures that:

a. Each subrecipient is:

(1) Recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or

(2) A public body that has met the statutory requirements to receive Federal funding authorized for 49 U.S.C. 5310,

b. The State or State organization Applicant can conclude from information in a private nonprofit subrecipient's application for 49 U.S.C. 5310 funding that:

(1) The transit service provided or offered to be provided by existing public or private transit operators cannot meet the special needs of elderly individuals and individuals with disabilities, because it is:

(a) Unavailable,

(b) Insufficient, or

(c) Inappropriate,

c. As required by 49 U.S.C. 5310(d)(2)(A) and subsection 3012(b)(2) of SAFETEA–LU, the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, the project has been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310,

d. As required by 49 U.S.C. 5310(d)(2)(C), the Applicant certifies that allocations to subrecipients 49 U.S.C. 5310 funding or subsection 3012(b) funding will be distributed on a fair and equitable basis, and

e. As required by 49 U.S.C. 5310(d)(2)(B) and subsection 3012(b)(2) of SAFETEA–LU, the Applicant certifies that:

(1) The projects it has selected or will select for funding under that program were derived from a public transit human services transportation plan that has been:

(a) Locally developed, and

(b) Coordinated, and

(2) That locally developed, coordinated plan was produced through a process that included:

(a) Representatives of public, private, and nonprofit transportation providers,

(b) Representatives of public, private, and nonprofit human services providers, and

(c) Participation by the public.

2. As permitted by 49 U.S.C. 5310(d), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5307 to be appropriate for the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized by 49 U.S.C. 5310, and the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA–LU, 49 U.S.C. 5310 note, of which some require certifications. Therefore, as specified under 49 U.S.C. 5307(d)(1), the State or State organization Applicant certifies that:

a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:

(1) Legal capacity to carry out its proposed projects,
(2) Financial capacity to carry out its proposed projects,
(3) Technical capacity to carry out its proposed projects,
(4) Safety aspects of its proposed projects, and
(5) Security aspects of its proposed projects,

b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the Elderly Individuals and Individuals with Disabilities Formula Grant Program authorized by 49 U.S.C. 5310, or the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA–LU, 49 U.S.C. 5310 note, it and each subrecipient will:

(1) Use competitive procurement (as defined or approved by FTA),
(2) Not use exclusionary or discriminatory specifications in its procurements,
(3) Comply with applicable Buy America laws, and
(4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
(5) Comply with the third party procurement requirements of 49 U.S.C. 5325,

e. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:

(1) Has or will have the amount of funds required for the local share,
(a) As required by 49 U.S.C. 5310(c), and
(b) Subsections 3012(b)(3) and (4) of SAFETEA–LU, if applicable,
(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
(3) Will provide the local share funds when needed, and

f. As required by 49 U.S.C. 5307(d)(1)(H), it and each subrecipient will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
(a) Maximize the safe, secure, and efficient mobility of people,
(b) Minimize environmental impacts, and
(c) Minimize transportation-related fuel consumption and reliance on foreign oil,
(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
(a) Design public transportation for elderly individuals and individuals with disabilities, and (b) Provide public transportation for elderly individuals and individuals with disabilities, and
(3) The requirements of 49 U.S.C. 5303—5306 for:
(a) Metropolitan and State Planning, and
(b) Private enterprise participation.

GROUP 18. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

Applies to awards for Nonurbanized Area Formula Program funding, 49 U.S.C. 5311(b). Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.

Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program funding. Separate certifications and assurances have been established in Group 22 for an Indian tribe that is an Applicant for Tribal Transit Program funding, 49 U.S.C. 5311(c)(1). The following certifications and assurances apply to each State or State organization serving as the Applicant for funding under the Nonurbanized Area Formula Program authorized under 49 U.S.C. 5311.

The Applicant assures that:

1. It has or will have the necessary legal, financial, and managerial capability to:

a Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
b. Carry out each project, including the:

(1) Safety aspects of its proposed projects, and
(2) Security aspects of its proposed projects,

2. It has or will have satisfactory continuing control over the use of project equipment and facilities,

3. The project equipment and facilities will be adequately maintained,

4. As required by 49 U.S.C. 5311(b)(2)(C)(i), its program has provided for a fair distribution of Federal funding authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State,

5. As required by 49 U.S.C. 5311(b)(2)(C)(ii), its program provides or will provide the maximum feasible coordination of public transportation service to receive funding under 49 U.S.C. 5311 with transportation service assisted by other Federal sources,

6. The projects in its Nonurbanized Area Formula Program are included in:
a. The Statewide Transportation Improvement Program, and
b. To the extent applicable, a metropolitan Transportation Improvement Program,

7. It has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g), and
(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
(3) Will provide the local share funds when needed, and

8. As required by 49 U.S.C. 5311(f), each fiscal year:
a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities including:
(1) Planning and marketing for intercity bus transportation,
(2) Capital grants for intercity bus shelters,
(3) Joint-use stops and depots,
(4) Operating grants through purchase-of-service agreements, userside subsidies, and demonstration projects, and
(5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
b. It will provide to the Federal Transit Administrator a certification of the State's chief executive officer that:
(1) After consulting with the affected intercity bus service providers about the intercity bus needs of the State,
(2) The State's intercity bus service needs are being met adequately.

GROUP 19. JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM

Applies to awards for Job Access and Reverse Commute (JARC) Formula Grant funding, 49 U.S.C. 5316, Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.

The following certifications and assurances apply to each Applicant for and subrecipient of funding under the Job Access and Reverse Commute (JARC) Formula Grant funding authorized under 49 U.S.C. 5316.

1. The Applicant certifies that:
a. As required by 49 U.S.C. 5316(d)(4), it will make awards of JARC funding on a competitive basis following:
(1) An area wide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding under 5316(c)(1)(A) (see 49 U.S.C. 5316(d)(1)), and
(2) A statewide solicitation for applications for JARC funding under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), (see 49 U.S.C. 5316(d)(2)) and
b. As required by 49 U.S.C. 5316(f)(2), any allocations to subrecipients of funding authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
c. As required by 49 U.S.C. 5316(g)(3):
(1) The projects it has selected or will select for funding under that program were derived from a public transit human services transportation plan that has been:
(a) Locally developed, and
(b) Coordinated,
(2) That locally developed, coordinated plan was produced through a process that included:
(a) Representatives of public, private, and nonprofit transportation providers,
(b) Representatives of public, private, and nonprofit human services providers, and

(c) Participation by the public, and

d. As required by 49 U.S.C. 5316(g)(2), before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services, and

e. As required by 49 U.S.C. 5316(c)(3), before using funds apportioned for projects serving an area other than that for which funding was apportioned under 49 U.S.C. 5316(c)(1)(B) or (C):

(1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of 49 U.S.C. 5316 are being met in the area from which the funding would be derived,

(2) If the State has a statewide program for meeting the JARC program objectives of 49 U.S.C. 5316, the funds can be used for projects anywhere in the State.

2. Under 49 U.S.C. 5316(f)(1), the requirements of 49 U.S.C. 5307 apply to the JARC Program, authorized under 49 U.S.C. 5316. Therefore, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that

a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:

(1) Legal capacity to carry out its proposed projects,

(2) Financial capacity to carry out its proposed projects,

(3) Technical capacity to carry out its proposed projects,

(4) Safety aspects of its proposed projects, and

(5) Security aspects of its proposed projects,

b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(D), it and each subrecipient will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 49 U.S.C. 5316:

(1) Elderly individuals,

(2) Individuals with disabilities, or

(3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.),

e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the JARC Program, 49 U.S.C. 5316, it will:

(1) Use competitive procurement (as defined or approved by FTA),

(2) Not use exclusionary or discriminatory specifications in its procurements,

(3) Comply with applicable Buy America laws,

(4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and

(5) Comply with the third party procurement requirements of 49 U.S.C. 5325,

f. As required by 49 U.S.C. 5307(d)(1)(F), it and each subrecipient has complied with or will comply with 49 U.S.C. 5307(c) because it:

(1) Has informed or will inform the public of the amount of its JARC Program funds available under 49 U.S.C. 5316, and the projects it proposes to undertake,

(2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,

(3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,

(5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,

(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and

(7) Has made or will make the final list of projects available to the public,

g. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:

(1) Has or will have the amount of funds required for the local share,

(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed,

h. As required by 49 U.S.C. 5307(d)(1)(H), it and each subrecipient will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

(a) Maximize the safe, secure, and efficient mobility of people,

(b) Minimize environmental impacts, and

(c) Minimize transportation-related fuel consumption and reliance on foreign oil,

(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:

(a) Design public transportation for elderly individuals and individuals with disabilities, and

(b) Provide public transportation for elderly individuals and individuals with disabilities, and

(3) The requirements of 49 U.S.C. 5303—5306 for:

(a) Metropolitan and State Planning, and

(b) Private enterprise participation, and

i. As required by 49 U.S.C. 5307(d)(1)(I), it and each subrecipient has a locally developed process to solicit and consider public comment before:

(1) Raising a fare, or

(2) Implementing a major reduction of public transportation.

GROUP 20. NEW FREEDOM PROGRAM

Applies to awards for New Freedom Program funding, 49 U.S.C. 5317. Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project, unless FTA determines otherwise in writing. Consequently, we strongly encourage Applicant to take the appropriate measures including, but not limited to, obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances it has made.

1. The Applicant certifies that:

a. As required by 49 U.S.C. 5317(d)(4), it will make awards of New Freedom funding on a competitive basis following:

(1) An areawide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding under 5317(c)(1)(A) (see 49 U.S.C. 5317(d)(1)), and

(2) A statewide solicitation for applications for JARC funding under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), (see 49 U.S.C. 5317(d)(2)),

b. As required by 49 U.S.C. 5317(e)(2), any allocations to subrecipients of funding authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis,

c. As required by 49 U.S.C. 5317(f)(3):

(1) The projects it has selected or will select for funding under that program were derived from a public transit human services transportation plan that has been:

(a) Locally developed, and

(b) Coordinated,

(2) That locally developed, coordinated plan was produced through a process that included:

(a) Representatives of public, private, and nonprofit transportation providers,

(b) Representatives of human services public, private, and nonprofit providers, and

(c) Participation by the public, and

d. As required by 49 U.S.C. 5316(f)(2), before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services.

2. As permitted by 49 U.S.C. 5317(e)(1), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5310 and 49 U.S.C. 5307 to be appropriate for the New Freedom Program, of which some require certifications. Therefore, as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:

a. As required by 49 U.S.C. 5307(d)(1)(A), it and each subrecipient has or will have the:

(1) Legal capacity to carry out its proposed projects,

(2) Financial capacity to carry out its proposed projects,

(3) Technical capacity to carry out its proposed projects,

(4) Safety aspects of its proposed projects, and

(5) Security aspects of its proposed projects,

b. As required by 49 U.S.C. 5307(d)(1)(B), it and each subrecipient has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it and each subrecipient will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the New Freedom Program authorized by 49 U.S.C. 5317, it and each subrecipient will:

(1) Use competitive procurement (as defined or approved by FTA),

(2) Not use exclusionary or discriminatory specifications in its procurements,

(3) Comply with applicable Buy America laws, and

(4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and

(5) Comply with the third party procurement requirements of 49 U.S.C. 5325,

e. As required by 49 U.S.C. 5307(d)(1)(G), it and each subrecipient:

(1) Has or will have the amount of funds required for the local share,

(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed, and

f. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

(a) Maximize the safe, secure, and efficient mobility of people,

(b) Minimize environmental impacts, and

(c) Minimize transportation-related fuel consumption and reliance on foreign oil,

(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:

(a) Design public transportation for elderly individuals and individuals with disabilities, and (b) Provide public transportation for elderly individuals and individuals with disabilities, and

(3) The requirements of 49 U.S.C. 5303—5306 for:

(a) Metropolitan and State Planning, and

(b) Private enterprise participation.

GROUP 21. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Applies to awards for Paul S. Sarbanes Transit in Parks Program (Parks Program) funding, 49 U.S.C. 5320.

The following certifications apply to each Applicant for funding under the Paul S. Sarbanes Transit in Parks Program (Parks Program) authorized under 49 U.S.C. 5320:

1. As required by 49 U.S.C. 5320(e)(D), the Applicant assures that it will consult with the appropriate Federal land management agency during the planning process.

2. As permitted by 49 U.S.C. 5320(i), the Federal Transit Administrator has selected certain requirements of 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require certifications. Therefore as specified under 49 U.S.C. 5307(d)(1), the Applicant certifies that:

a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:

(1) Legal capacity to carry out its proposed projects,

(2) Financial capacity to carry out its proposed projects,

(3) Technical capacity to carry out its proposed projects,

(4) Safety aspects of its proposed projects, and

(5) Security aspects of its proposed projects,

b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement under the Parks Program, 49 U.S.C. 5320, it will:

(1) Use competitive procurement (as defined or approved by FTA),

(2) Not use exclusionary or discriminatory specifications in its procurements,

(3) Comply with applicable Buy America laws, and

(4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and

(5) Comply with the third party procurement requirements of 49 U.S.C. 5325,

e. As required by 49 U.S.C. 5307(d)(1)(F) and 49 U.S.C. 5320(e)(2)(C), it has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it:

(1) Has made available, or will make available, to the public information on the amounts available for the Parks Program, 49 U.S.C. 5320, and the projects it proposes to undertake,

(2) Has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed,

(3) Has published or will publish a list of proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant,

(4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,

(5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and

(6) Has made or will make the final list of projects available to the public,

f. As required by 49 U.S.C. 5307(d)(1)(G), it:

(1) Has or will have the amount of funds required for the local share,

(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and

(3) Will provide the local share funds when needed,

g. As required by 49 U.S.C. 5307(d)(1)(H), it will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:

(a) Maximize the safe, secure, and efficient mobility of people,

(b) Minimize environmental impacts, and

(c) Minimize transportation-related fuel consumption and reliance on foreign oil,

(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:

(a) Design public transportation for elderly individuals and individuals with disabilities, and

(b) Provide public transportation for elderly individuals with disabilities, and

(3) The requirements of 49 U.S.C. 5303—5306 for:

(a) Metropolitan and State Planning, and

(b) Private enterprise participation, and

h. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

(1) Raising a fare, or

(2) Implementing a major reduction of public transportation.

GROUP 22. TRIBAL TRANSIT PROGRAM

Applies to awards for Tribal Transit Program funds, 49 U.S.C. 5311(c)(1).

As permitted by 49 U.S.C. 5311(c)(1) the Federal Transit Administrator has established terms and conditions for direct grants funded under FTA's Tribal Transit Program authorized under 49 U.S.C. 5311(c)(1) for Indian tribal governments. To ensure compliance with those requirements, the Indian tribal government serving as the Applicant certifies and assures that:

1. It has or will have the necessary legal, financial, and managerial capability to:

a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and

b. Carry out each project, including the:

(1) Safety aspects of its proposed projects, and

(2) Security aspects of its proposed projects,

2. It has or will have satisfactory continuing control over the use of project equipment and facilities,

3. The project equipment and facilities will be adequately maintained,

4. Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources,

5. It will:

a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. part 18, specifically 49 CFR 18.36, or

b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and

6. It will comply with the certifications, assurances, and agreements in:

a. Group 08 (Bus Testing),

b. Group 09 (Charter Bus Agreement),

c. Group 10 (School Transportation Agreement),

d. Group 11 (Demand Responsive Service),

e. Group 12 (Alcohol Misuse and Prohibited Drug Use), and

f. Group 14 (National Intelligent Transportation Systems Architecture and Standards).

GROUP 23. TIFIA PROJECTS

Applies to awards for Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance authorized under 23 U.S.C. chapter 6.

The following certifications apply to each Applicant for funding under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. chapter 6:

1. Federal transit law, specifically 49 U.S.C. 5323(o) requires an Applicant for TIFIA credit assistance funded under 23 U.S.C. chapter 6 and its project to comply with 49 U.S.C. 5307. As required by 49 U.S.C. 5307(d)(1), the Applicant certifies that:

a. As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:

(1) Legal capacity to carry out its proposed projects,
(2) Financial capacity to carry out its proposed projects,
(3) Technical capacity to carry out its projects,
(4) Safety aspects of its proposed projects, and
(5) Security aspects of its proposed projects,

b. As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,

c. As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,

d. As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 23 U.S.C. chapter 6:

(1) Elderly individuals,
(2) Individuals with disabilities, or
(3) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.),

e. As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement supported with TIFIA funding under 23 U.S.C. chapter 6, it will:

(1) Use competitive procurement (as defined or approved by FTA),
(2) Not use exclusionary or discriminatory specifications in its procurements,
(3) Comply with applicable Buy America laws, and
(4) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
(5) Comply with the third party procurement requirements of 49 U.S.C. 5325,

f. As required by 49 U.S.C. 5307(d)(1)(F), it has complied or will comply with 49 U.S.C. 5307(c) because it:

(1) Has informed or will inform the public of the amounts of its TIFIA credit assistance available under 23 U.S.C. chapter 6, and the projects it proposes to undertake,
(2) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects it proposes to fund,
(3) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
(4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
(5) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,
(6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
(7) Has made or will make the final list of projects available to the public,

g. As required by 49 U.S.C. 5307(d)(1)(G), it:

(1) Has or will have the amount of funds required for the local share,
(2) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
(3) Will provide the local share funds when needed,

h. As required by 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:

(1) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
    (a) Maximize the safe, secure, and efficient mobility of people,
    (b) Minimize environmental impacts, and
    (c) Minimize transportation-related fuel consumption and reliance on foreign oil,
(2) The requirements of 49 U.S.C. 5301(d) for special efforts to:
    (a) Design public transportation for elderly individuals and individuals with disabilities, and
    (b) Provide public transportation for elderly individuals and individuals with disabilities, and
(3) The requirements of 49 U.S.C. 5303–5306
    (a) Metropolitan and State Planning, and
    (b) Private enterprise participation,

i. As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

(1) Raising a fare, or
(2) Implementing a major reduction of public transportation,

j. As required by 49 U.S.C. 5307(d)(1)(J), if it serves an urbanized area with a population of at least 200,000:

(1) Each fiscal year it will spend at least one (1) percent of its funding attributed to 49 U.S.C. 5307 for public transportation security projects, or
(2) That fiscal year, it will certify that such expenses for transportation security projects are not necessary,

(3) Public transportation security projects include:

(a) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),

(b) Increased camera surveillance of an area in or adjacent to that system,

(c) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and

(d) Any other project intended to increase the security and safety of an existing or planned public transportation, and

k. As required by 49 U.S.C. 5307(d)(1)(K), if it serves an urbanized area with a population of at least 200,000:

(1) Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined at 49 U.S.C. 5302(a),

(2) It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and

(3) The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

2. Federal transit law at 49 U.S.C. 5323(o) requires an Applicant for TIFIA credit assistance funded under 23 U.S.C. chapter 6 and its project to comply with 49 U.S.C. 5309. As required by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless:

a. It is eligible to receive Federal funding for those expenses, and

b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

GROUP 24. DEPOSITS OF FEDERAL FINANCIAL FUNDING TO STATE INFRASTRUCTURE BANKS

Applies to awards for 49 U.S.C. chapter 53 funding on behalf of a State Applicant that intends to deposit the funding in a State Infrastructure Bank (SIB). Unless we determine otherwise in writing, the State Applicant itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in a project financed with our funds deposited in the SIB. Consequently, we encourage the Applicant to take appropriate measures to obtaining sufficient documents from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State Applicant has made.

The following certifications apply to each Applicant for funding under the State Infrastructure Bank Program authorized under 23 U.S.C. 610. The State organization, serving as the Applicant for funding for its State Infrastructure Bank (SIB) Program, assures the agreement of both its SIB and each recipient of SIB funding (subrecipient) that each public transportation project financed with SIB funds will be administered in accordance with:

1. The applicable Federal laws establishing the various SIB programs since 1995:

a. Section 1602 of SAFETEA–LU, now codified in 23 U.S.C. 610, or

b Section 1511 of TEA–21, 23 U.S.C. 181 note, or

c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,

2. The Cooperative Agreement establishing the State's SIB program between:

a. The State Applicant and Federal parties (FHWA, FRA, and FTA), or

b. The State Applicant and Federal parties (FHWA and FTA),

3. The Grant Agreement with the State Applicant that provides FTA funding for the SIB, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:

a. Section 1602 of SAFETEA–LU, now codified in 23 U.S.C. 610,

b. Section 1511 of TEA–21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or

c. Federal guidance pertaining to the SIB Program,

d. The Cooperative Agreement establishing the State's SIB Program, or

e. The FTA Grant Agreement,

4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307 and 49 U.S.C. 5309, apply to any project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601–608.). Therefore:

a. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), the Applicant certifies that:

(1) As required by 49 U.S.C. 5307(d)(1)(A), it has or will have the:

(a) Legal capacity to carry out its proposed projects,

(b) Financial capacity to carry out its proposed projects,
(c) Technical capacity to carry out its proposed projects,
(d) Safety aspects of its proposed projects, and
(e) Security aspects of its proposed projects,

(2) As required by 49 U.S.C. 5307(d)(1)(B), it has or will have satisfactory continuing control over the use of project equipment and facilities,

(3) As required by 49 U.S.C. 5307(d)(1)(C), it will maintain the project equipment and facilities adequately,

(4) As required by 49 U.S.C. 5307(d)(1)(D), it will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving project facilities or equipment supported under 23 U.S.C. chapter 6:

(a) Elderly individuals,
(b) Individuals with disabilities, or
(c) Individuals presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.),

(5) As required by 49 U.S.C. 5307(d)(1)(E), when carrying out a procurement supported by the SIB program, 23 U.S.C. 610, it will:

(a) Use competitive procurement (as defined or approved by FTA),
(b) Not use exclusionary or discriminatory specifications in its procurements,
(c) Comply with applicable Buy America laws, and
(d) Comply with the general provisions for FTA programs of 49 U.S.C. 5323, and
(e) Comply with the third party procurement requirements of 49 U.S.C. 5325,

(6) As required by 49 U.S.C. 5307(d)(1)(F), it has complied with or will comply 49 U.S.C. 5307(c) because it:

(a) Has informed or will inform the public of the amounts of its SIB funding under 23 U.S.C. 610, and the projects it proposes to undertake,
(b) Has developed or will develop, in consultation with interested parties including private transportation providers, the projects proposed to be funded,
(c) Has published or will publish a list of its projects in a way that affected citizens, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed projects and its performance,
(d) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects,
(e) Has assured or will assure that the proposed projects provide for coordination of transportation services assisted under 49 U.S.C. 5336 with federally assisted transportation services supported by a Federal government source other than U.S. DOT,
(f) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects, and
(g) Has made or will make the final list of projects available to the public,

(7) As required by 49 U.S.C. 5307(d)(1)(G), it:

(a) Has or will have the amount of funds required for the local share,
(b) Will provide the local share funds from approved non-Federal sources except as permitted by Federal law, and
(c) Will provide the local share funds when needed,

(8) As required by 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with:

(a) The requirements of 49 U.S.C. 5301(a) for public transportation systems that:
1 Maximize the safe, secure, and efficient mobility of people,
2 Minimize environmental impacts, and
3 Minimize transportation-related fuel consumption and reliance on foreign oil,
(b) The requirements of 49 U.S.C. 5301(d) for special efforts to:
1 Design public transportation for elderly individuals and individuals with disabilities, and
2 Provide public transportation for elderly individuals and individuals with disabilities, and
(c) The requirements of 49 U.S.C. 5303–5306 for:
1 Metropolitan and State Planning, and
2 Private enterprise participation,

(9) As required by 49 U.S.C. 5307(d)(1)(I), it has a locally developed process to solicit and consider public comment before:

(a) Raising a fare, or
(b) Implementing a major reduction of public transportation,

(10) As required by 49 U.S.C. 5307(d)(1)(J), if it will be using 49 U.S.C. 5307 funds and it serves an urbanized area with a population of at least 200,000:

(a) Each fiscal year, it will spend at least one (1) percent of its 49 U.S.C. 5307 funding for public transportation security projects, or

(b) That fiscal year, it will certify that such expenses for transportation security projects are not necessary,

(c) Public transportation security projects include:

1 Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),

2 Increased camera surveillance of an area in or adjacent to that system,

3 Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and

4 Any other project intended to increase the security and safety of an existing or planned public transportation project, and

(11) As required by 49 U.S.C. 5307(d)(1)(K), if it will be using 49 U.S.C. 5307 funds and it serves an urbanized area with a population of at least 200,000:

(a) Each fiscal year, it or all the Recipients of 49 U.S.C. 5307 funding in its urbanized area will spend at least one (1) percent of that funding for transit enhancements, as defined in 49 U.S.C. 5302(a),

(b) It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year a list of the projects during that Federal fiscal year using those 49 U.S.C. 5307 funds, and

(c) The report of its transit enhancement projects is or will be incorporated by reference and made part of its certifications and assurances.

b. To comply with 49 U.S.C. 5309, specifically 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless:

(1) It is eligible to receive Federal funding for those expenses, and

(2) Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

3. Federal guidance that may be issued and amendments thereto, unless FTA has provided written approval of an alternative procedure or course of action.

APPENDIX A

Title VI Agreement / Contract Requirements

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Arizona Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Arizona Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Arizona Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a) withholding of payments to the contractor under the contract until the contractor complies, and/or
b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the Arizona Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Arizona Department of Transportation to enter into such litigation to protect the interests of the Arizona Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

Title VI Agreement / Contract Requirements

The following clauses shall he included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the Arizona Department of Transportation will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. .2000d to 2000d-4), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) does hereby remise, release, quitclaim and convey unto the Arizona Department of Transportation all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Arizona Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Arizona Department of Transportation, its successors and assigns.

The Arizona Department of Transportation, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, or sex he excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [and)* (2) that the Arizona Department of Transportation shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of -the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

***Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.**

APPENDIX C

Title VI Agreement / Contract Requirements

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Arizona Department of Transportation pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Arizona Department of Transportation and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Arizona Department of Transportation pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permitee, etc. as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, or sex shall be excluded from participation in, denied the benefits of, or he otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of, race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permitee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations. Department of Transportation, Subtitle A, Office of the Secretary. Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), and the Civil Rights Restoration Act of 1987 (Public Law 100.259) and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

[Include in deeds]*

That in the event of breach of any of the above nondiscrimination covenants, Arizona Department of Transportation shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Arizona Department of Transportation and its assigns.

***Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.**

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GRANT	PROGRAM	Award Description	Location	Project No	Federal Capital Cost	Local Capital Match 5310 = 90/10 5316/5317 = 80/20	Federal Operating Cost	Local Operating Match 5310 = 90/10 5316/5317 = 50/50	Federal Mobility Management Cost	Local Mobility Management Match 5310 = 90/10 5316/5317 = 80/20	Award Total (Fed + Local Match)
AZ-37-X019	5316	Operating	Gila	G1937QYT	$ -	$ -	$ 20,000.00	$ 20,000.00	$ -	$ -	$ 40,000.00
AZ-65-X005	5310	Cutaway with Lift	Gila Cty		$ 53,534.00	$ 5,948.00	$ -	$ -	$ -	$ -	$ 59,482.00
AZ-65-X005	5310	Minivan No Ramp - 2012 Dodge Caravan SXT	Gila Cty		$ 19,907.00	$ 2,212.00	$ -	$ -	$ -	$ -	$ 22,119.00
AZ-37-X007	5316	4X4 Quad Crew Cab - 2012 Chevy 2500 Silverado Crew Cab WT 4x4 LWB	Gila	G0701R1T	$ 19,793.60	$ 4,948.40	$ -	$ -	$ -	$ -	$ 24,742.00

Non Rolling Stock Match Must Be Reduced from Each Reimbursement Invoice Submitted. Total Non Rolling Stock Match:	**$ 20,000.00**

Total Local Match for Rolling Stock	**$ 13,108.40**
Rolling Stock Administration Fee	**$ 2,658.58**
Total Funds Due With Signed Agreement	**$ 15,766.98**
PAYMENTS RECEIVED (TRX none)	**$ -**
BALANCE DUE (REFUND DUE) *(Please note: Refunds will be issued subsequent to receiving this signed Exhibit A modification verifying acceptance and agreement with the amount indicated.)*	**$ 15,766.98**

Gila County GEST		**Vendor No**	**866000444 11**
Exhibit A Modified: 05/24/2012		**AGREEMENT NO:**	**JPA 12-056**
Program Manager Verification:		**Date Signed:**	

By signing below, I acknowledge receipt, that I am a legally-authorized signatory for the RECIPIENT, and that I am authorized to sign acknowledging this modification and accepting and authorizing all associated terms and conditions.

RECIPIENT Acceptance Signature:		**Date Signed:**	

Please Sign and Return to:
Arizona Department of Transportation
Mail Drop 310B - Multimodal Planning Division
Sally J. Palmer, Contracts Administrator
206 S. 17th Avenue
Phoenix, AZ 85007

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-1268 **Regular Agenda Item 4- H**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	Steve Stratton, Public Works Division Director	Submitted By:	Valrie Bejarano, Contracts Support Specialist, Finance Department
Department:	Public Works Division	Division:	Roads
Fiscal Year:	FY 12-13	Budgeted?:	Yes
Contract Dates Begin & End:	6-26-12 to 6-25-13	Grant?:	No
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Joe Heatherly		

Information

Request/Subject

Contract Award for Bid No. 033012-1 for MC-800 Liquid Asphalt

Background Information

On April 25, 2012, and May 2, 2012, the County advertised for suppliers to bid on the MC-800 liquid asphalt road repair and maintenance product.

Evaluation

The County currently uses MC-800TR chip seal oil as one of its road maintenance products. It has been found that the tire rubber products do not work well on roads in the hotter climates, but do well in colder areas. The MC-800 will be used in the warmer climates of the County and will also cost less than the MC-800TR.

Bids were received and opened in a public setting on May 10, 2012, for the MC-800 product to be used on roads in the hotter climates of the County.

Conclusion

The award of a contract for MC-800 liquid asphalt will allow a supplier to provide the County with the product for its road repair and maintenance in the warmer climates of Gila County.

The contract term will run from June 26, 2012, to June 25, 2013, with the option to extend for 2 more 1-year terms if in the best interest of the County.

Recommendation

After review of the submitted proposal, the Public Works Director recommends that the Board of Supervisors award a contract for Invitation for Bids No. 033012-1 for the purchase of MC-800 liquid asphalt to Cactus Transport, Inc. for a term of 12 months.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 033012-1 for MC-800 liquid asphalt; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder. **(Joseph He**
(Joseph Heatherly)

Attachments

IFB 033012-1 Bid Tabulation
Contract 033012-1 MC-800 Liquid Asphalt
Legal Approval

BID TABULATION FORM

GILA COUNTY

BID TITLE: MC-800 Liquid Asphalt

BID NO: 033012-1 **DUE DATE:** May 10, 2012 **TIME:** 3:00 PM

RANKING	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	Cactus Transport	$910.00 per ton	
	Wright Asphalt		No response
	Sunland Asphalt		No response
	Paramount Petroleum		No response
	Ergon Asphalt		No response
	International Surface Systems		No response
	Hawker & Evans Asphalt		No response
	Ace Asphalt		No response

GILA COUNTY

NOTICE OF

INVITATION FOR BID

SOLICITATION NUMBER

033012-1

MC-800 LIQUID ASPHALT

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Section 3: Special Terms & Conditions....10
Section 4: Instructions to Submitters....17
Contract Forms:.... Attachments "A-I"

GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
033012-1

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

DESCRIPTION: MC-800 LIQUID ASPHALT

PRE-BID CONFERENCE: "Not Applicable"

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

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

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

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

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

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

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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

Signed: _____ Date: 4 / 17 / 12
Tommie C. Martin, Chairman, Board of Supervisors

Signed: _____ Date: 4 / 17 / 2012
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

SECTION 1
SPECIFICATIONS

1. Intent

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

2. Product Specifications

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

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

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

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

TABLE 712-2		
LIQUID ASPHALT QUANTITY CONVERSION		
Grade of Materials	Gals. Per Ton at 60 Degrees F.	Lbs. Per Gals. At 60 Degrees F.
800	245	8.16

3. Bituminous Material

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

4. Sampling and Testing

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

5. General Requirements

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

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

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

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

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

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

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

6. Equipment

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

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

7. Material Measures

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

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

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

8. Cancellation

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

SECTION 2
GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
    a. Notwithstanding any or other provisions of the IFB, the County reserves the right to:
        1. Waive any immaterial defects or informalities; or
        2. Reject any or all offers; or portions thereof; or
        3. Reissue an Invitation for Bid.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.

5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County <u>may</u> be invited to appear before the Board for an oral review.

6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

Laws and Ordinances

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

OFFERORS AWARD AGREEMENT

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

Overcharges by Antitrust Violations

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

Authority to Contract

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

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

Contract Amendments

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

Contract Default

A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

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

Compensation and Method of Payment

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

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

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

IRS W-9 Form

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

Purchase Orders

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

Force Majeure

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

Force Majeure shall not include the following occurrences:

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

Warranties

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

General

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

SECTION 3
SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

Each separate invoice shall include at a minimum.
- Description and listing of quantities
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

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

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

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

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

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

9. Price Adjustment
Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.

- The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
- "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (See http://www.azdot.gov/highway/cns/bitmat/asp).

The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.

- Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).
- Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was $395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is $415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in

the ADOT Index ($20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up $18.60.

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

The Contractor shall provide the RACK price to the County upon request.

10. Ordering

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

Material Vendor shall be given a 72 hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.

SAMPLES: Contractor may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bid. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.

TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

11. Delivery

Delivery Sites, as designed on Attachment "C", Price Sheet, delivered price per ton in place for material delivery and return will be stated by the Contractor by region on the attached pricing sheet of this Invitation for Bid. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.

Contractor may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.

Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the MC-800 Liquid Asphalt product is placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt product at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.

Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.

12. Warranty
The Contractor warrants:

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

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

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

15. Contract Administration
For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

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

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

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

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

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

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

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

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

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

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

SECTION 4
INSTRUCTIONS TO SUBMITTERS

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

Preparation of Bid

A. Sealed Bids will be received by the County Purchasing Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.

B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, **original signature** in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.

D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Bid shall be listed on the offer.

F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

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

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

Inquires

A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Late Offers

Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late. Any Bid received later than the date and time specified on notice for Sealed Bid shall not be considered.

Submittal Bid Format

It is requested that One (1) Original and One (1) Copy (2 TOTAL), both with ORIGINAL SIGNATURES on all of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

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

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:

Offer and Contract Award
Complete and submit all information requested on Attachment "A".

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

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

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

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

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

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

I.R.S. W-9
Complete and submit all information requested on Attachment "E".

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

Non-Collusion Affidavit
Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting
Complete and submit all information requested on Attachment "G".

Legal Arizona Workers Act Compliance
Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment
Complete and submit all information requested on Attachment "I".

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

Bid Submission
Offers shall be submitted in a sealed envelope, a *minimum of* ***Two (2) copies, all with original signatures*** shall be provided by the Contractor.

The words "INVITATION FOR BID" with Bid Title "MC-800 LIQUID ASPHALT", Bid No., "033012-1", Date "MAY 10, 2012", and TIME "3:00 PM" of Bid opening shall be written on the envelope.

The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD

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

Board of Supervisors

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

SOLICITATION NO. 033012-1

OFFER

TO GILA COUNTY:

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

Arizona State Transaction Privilege Tax License Number
No.: 07-215 741 X

Federal Employer Identification
No.: 86-0363424

Cactus Transport, Inc.
Offeror's (Company) Name

8211 West Sherman Street.
Address

Tolleson, AZ 85353
City State Zip

623-907-2800
Phone

623-907-2900
Facsimile

For clarification of this offer, contact:

Jason W. Hoffman
Printed Name

Jwh@cactusTransport.com
Email Address

Jwh@cactusTransport.com
Company Email Address

Signature of Person Authorized to Sign Offer

Jason W. Hoffman 5/7/12
Printed Name Date

Operations Manager.
Title

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

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

Your bid is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 033012-1

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

GILA COUNTY BOARD OF SUPERVISORS: **Date:** _____

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

Purpose

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

MC-800 Liquid Asphalt

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   Cactus Transport, Inc.
   8211 West Sherman Street.
   Tolleson, AZ 85353

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes ___X___No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ___X___No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? _____Yes ___X___No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____.93_____
   (If Applicable)

   A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6. **Current Arizona Contractor License Number:** ROC # 179814
   (If Applicable)

_____
Signature of Authorized Representative

Jason W. Hoffman
Printed Name

Operations Manager
Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

MC-800 Liquid Asphalt: Plant Pick-Up and Delivery to Various Locations within Gila County

Estimated Quantity: 125 tons

Location	Oil Price Per Ton *(Subject to ADOT Oil Index)*	Freight Price Per Ton	Delivery Price with Boot Truck Per ton	TOTAL PRICE PER TON
Copper Region (South of Roosevelt Lake Bridge)	$ 814.00	36.00	$ 60.00	$ 910.00
Timber Region (North of Roosevelt Lake Bridge)	$ 814.00	36.00	$ 60.00	$ 910.00

21 Ton Minimum per Class

Additional Charges	Cost Amount
Additional charge per hour after three hours of spread time if County is responsible for delay.	$ 185.00
Transport truck rental after two hours pumping time due to County delay.	$ 95.00
Amount each occurrence for product returned and disposed.	$ 500.00

*Do not include sales tax in the above figures. Taxes will not be used in the evaluation of bids.

Sales Tax, State of: Arizona (Written Name of State) & City of: Globe (Written Name of City)

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona
- ☐ Out-of-Sate vendor without a presence in Arizona

Cactus, Transport, Inc. (Company Name)

[signature] (Company Representative)

If payment is made within 10 days after receipt of goods or services, the above quoted price can be discounted by 1 %.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

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

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

1. **Company:** Holly Asphalt
   Contact: Mike McGeinie
   Phone: 623-939-3311
   Address: 20860 N. Tatum Blvd, Suite 150 Phx AZ 85050

2. **Company:** Vulcan Materials.
   Contact: Ken Meeks
   Phone: 602. 254-8465
   Address: 2526 E university Dr. Phx, AZ 85034

3. **Company:** Mesa Materials
   Contact: Patty Southway
   Phone: 480-830-1521
   Address: P.O Box 20040, Mesa AZ, 8577

Cactus Transport, Inc.
Company Name

Signature of Authorized Representative

Operations Manager
Title

ATTACHMENT "E"

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Cactus Transport, Inc.

Business name, if different from above
Cactus Asphalt, A Division of Cactus Transport, Inc.

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
8211 W Sherman Street

Requester's name and address (optional)

City, state, and ZIP code
Tolleson, AZ 85353

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
86 - 0363424

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ J. R. Donny Date ▶ 5/7/12.

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa

Jason W. Hoffman
(Affiant)

the Operations Manager.
(Title)

of Cactus Transport, Inc.
(Contractor) and

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

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

(Signature)

Operations Manager.
(Title)

Subscribed and sworn before me this

8 Day of May, 20 12

Signature of Notary Public in and for

the County of Maricopa

State of Arizona.

ARMINDA PALACIO
Notary Public - Arizona
Maricopa County
My Comm. Expires Dec 21, 2013

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

At the time of submission of bids for Invitation for Bid No. 033012-1 MC-800 Liquid Asphalt, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

☐ It is my intention to subcontract a portion of the work.

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

Cactus Transport, Inc
Name of Firm

By: (Signature)

Operation's Manager
Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

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

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

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

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

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

Signature of Authorized Representative

Jason W. Hoffman
Printed Name

Operations Manager
Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 033012-1

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
Offer & Contract Award (attachment A)	✓
Qualification & Certification Form (attachment B)	✓
Price Sheet (attachment C)	✓
References (attachment D)	✓
IRS W-9 Form (attachment E)	✓
Non-Collusion Affidavit (attachment F)	✓
Intentions Concerning Subcontractors (attachment G)	✓
Legal Arizona Works Act Compliance (attachment H)	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	[illegible]				
Date	5/8/12				

Signed and dated this 8 day of May, 2012

Cactus Transport, Inc.
CONTRACTOR:

BY: [illegible]

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Invitation for Bid: Bid No. 033012-1 MC-800 Chip Seal Oil. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ, on or before May 10, 2012, 3:00 PM.

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-1287 **Regular Agenda Item 4- I**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	Joseph Heatherly, Finance Director	Submitted By:	Valrie Bejarano, Contracts Support Specialist, Finance Department
Department:	Finance Department		
Fiscal Year:	FY 12-13	Budgeted?:	Yes
Contract Dates Begin & End:	6-26-12 to 6-25-13	Grant?:	No
Matching Requirement?:	No	Fund?:	New
Presenter's Name:	Joseph Heatherly		

Information

Request/Subject

Contract Award for Bid No. 040112-1 Bulk Fuel and Lubricants

Background Information

The current contract for a supplier to deliver bulk fuel and lubricants to Gila County has expired and the County is seeking a supplier for the fiscal year of 2012-2013.

Invitation for Bid's No. 040112-1 for Bulk Fuel and Lubricants was advertised in the newspaper on May 2nd and May 9th, 2012. The proposals were received and opened in a public setting on May 18, 2012.

Evaluation

Bids were received from 2 suppliers. Bid responses were evaluated in accordance with A.R.S. § 41-2533, Competitive Sealed Bidding; awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bid.

Conclusion

After extensive review and County Attorney's Office counsel it was determined that one of the suppliers did not meet all required material respects in accordance with the Invitation for Bids in that they did not supply the Oil Price Information Service (O.P.I.S.) in their bid response as requested per the bid "Price Sheet" and "Price Proposal" requirements, Item 10, Special Terms and Conditions.

Recommendation

The Staff recommends that the Board of Supervisors approve the award of Invitation for Bids No. 040112-1 for Bulk Fuel and Lubricants for Gila County to Western State Petroleum, Inc. for a term of 12 months from June 26, 2012, to June 25, 2013.

Suggested Motion

Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 040112-1 for the purchase and delivery of bulk fuel and lubricants; award to the most responsive, responsible and qualified bidder; and authorize the Chairmans' signature on the award contract for the winning bidder.
(Joseph Heatherly)

Attachments

IFB 040112-1 Bid Tabulation Form

IFB 040112-1 Bid Tabulation Breakdown Spreadsheet

Contract 040112-1 Bulk Fuel & Lubricants

Addendums 1&2 for IFB 041012-1 Bulk Fuel & Lubricants

Legal Approval

BID TABULATION FORM

GILA COUNTY

BID TITLE: Bulk Fuel & Lubricants

BID NO: 040112-1

DUE DATE: May 18, 2012

TIME: 3:00 PM

RANKING	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
2	Western State Petroleum		See attached for items priced
1	M.V. Enterprises		See attached for items priced
3			

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

Contractor Name: Western States Petroleum Inc Number: _____

Indicate choice of O.P.I.S. Rack Location: ☑ Phoenix ☐ Tucson
(Location shall remain consistent for the life of the contract)

BULK FUEL

Tank Location	O.P.I.S. Rack Price	Regular Unleaded Gas Unit Price	Diesel Unit Price	Delivery Charge to Location	Total Price for Fuel and Delivery	Gas / Diesel
Copper Region						
Globe Shop 1001 Besich Blvd., Globe	.0750	3.302	3.003	.0500	3.427	3.128
Courthouse 1400 E. Ash St., Globe	.0750	3.302	3.003	.0500	3.427	3.128
Tonto Basin Maintenance Yard 127 S. Old Hwy 188, Tonto Basin	.0750	3.302	3.003	.1200	3.497	3.198
Timber Region						
Payson Maintenance Yard 5324 E. Hwy 260, Payson	.0750	3.302	3.003	.0520	3.429	3.130
Young Maintenance Yard Hwy 288 Milepost 305, Young	.0750	3.302	3.003	.1760	3.553	3.254

No Taxes are to be included in the price.
Prices shall include all costs required to deliver and unload fuel at the requested location.

DELIVERY

	YES✓	NO✓
Contractor agrees to provide service to all locations listed in proposal.	✓	

...or Name: Western States Petroleum Inc Number: _____

LUBRICANTS

Metered Products	Price Per Gallon
Crank Lubricants (15/40) NSPAF15/40	$9.94
HT4-30 LSUP30	$11.48
HT4-50 URSA SAE50	$13.25
Gear Lube 80W – 90W 400/LB	$2.71 per LB
ATF (Dexron 3) NSPSuper3 ATF	$8.50
ATR/HYD 560	$8.08
Antifreeze LLC Extended Life (Pink)	$14.47
Antifreeze Standard (Green)	$9.37
Non-Metered Products	
Moly 7% - Moly Chassis Lube Chevron moly 5% EP 2 120LB	$4.50 per LB
Solvent – 315 Solvent 360 Solvent	$6.35

*

Sales Tax, State of: Arizona (Written Name of State) & City of: Phoenix (Written Name of City)

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona
- ☐ Out-of-Sate vendor without a presence in Arizona

Western States Petroleum, Inc
Company Name

Company Representative

If payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

Contractor Name: MV Enterprises, Inc. Number: 928-402-9131

Indicate choice of O.P.I.S. Rack Location: ☐ Phoenix ☐ Tucson
(Location shall remain consistent for the life of the contract)

BULK FUEL

Tank Location	O.P.I.S. Rack Price	Regular Unleaded Gas Unit Price	Diesel Unit Price	Delivery Charge to Location	Total Price for Fuel and Delivery
Copper Region					
Globe Shop		3.1851		.05	3.2351
1001 Besich Blvd., Globe			3.0692	.05	3.1192
Courthouse		3.1851		.05	3.2351
1400 E. Ash St., Globe			3.0692	.05	3.1192
Tonto Basin Maintenance Yard		3.1851		.10	3.2851
127 S. Old Hwy 188, Tonto Basin			3.0692	.10	3.1692
Timber Region					
Payson Maintenance Yard		3.1851		.10	3.2851
5324 E. Hwy 260, Payson			3.0692	.10	3.1692
Young Maintenance Yard		3.1851		.20	3.3851
Hwy 288 Milepost 305, Young			3.0692	.20	3.2692

No Taxes are to be included in the price.
Prices shall include all costs required to deliver and unload fuel at the requested location.

DELIVERY

	YES✓	NO✓
Contractor agrees to provide service to all locations listed in proposal.	✓	

Contractor Name: MVEnterprises Inc Number: 928-402-9131

LUBRICANTS

Metered Products	Price Per Gallon
Crank Lubricants (15/40)	9.92
HT4-30	13.21
HT4-50	13.21
Gear Lube 80W – 90W	2.49 lb
ATF (Dexron 3)	9.24
ATR/HYD 560	9.59
Antifreeze LLC Extended Life (Pink)	11.81
Antifreeze Standard (Green)	7.33
Non-Metered Products	
Moly 7% - Moly Chassis Lube	3.12 lb
Solvent – 315 Solvent	9.55

Sales Tax, State of: AZ
Written Name of State

& City of: Globe, Az
Written Name of City

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona
- ☐ Out-of-Sate vendor without a presence in Arizona

MVEnterprises Inc
Company Name

Mitch Vuksanovich
Company Representative

If payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.

BULK FUEL AND LUBRICANTS

BID NO 041012-1

			Western State Petroleum, Inc.								M.V. Enterprises							
DESCRIPTION	Estimated Gas Usage FY 12-13	Estimated Diesel Usage FY 12-13	O.P.I.S. Rack Price	Regular Unleaded Gas Unit Price	Diesel Unit Price	Delivery Charge to Location	Gas Total Price for Fuel & Delivery	Estimated Gas Cost for FY 12-13	Diesel Total Price for Fuel & Delivery	Estimated Diesel Cost for FY 12-13	O.P.I.S. Rack Price	Regular Unleaded Gas Unit Price	Diesel Unit Price	Delivery Charge to Location	Gas Total Price for Fuel & Delivery	Estimated Gas Cost for FY 12-13	Diesel Total Price for Fuel & Delivery	Estimated Diesel Cost for FY 12-13
BULK FUEL																		
Globe Shop	107,400	35,000	0.0750	3.3020	3.0030	0.0500	3.4270	**368,059.80**	3.1280	**109,480.00**		3.1851	3.0692	0.0500	3.2351	**347,449.74**	3.1192	**109,172.00**
Courthouse	107,400	0	0.0750	3.3020	3.0030	0.0500	3.4270	**368,059.80**	3.1280	**0.00**		3.1851	3.0692	0.0500	3.2351	**347,449.74**	3.1192	**0.00**
Tonto Basin Maint. Yard	18,500	13,000	0.0750	3.3020	3.0030	0.1200	3.4970	**64,694.50**	3.1980	**41,574.00**		3.1851	3.0692	0.1000	3.2851	**60,774.35**	3.1692	**41,199.60**
Payson Maintenance Yard	65,000	43,000	0.0750	3.3020	3.0030	0.0520	3.4290	**222,885.00**	3.1300	**134,590.00**		3.1851	3.0692	0.1000	3.2851	**213,531.50**	3.1692	**136,275.60**
Young Maintenance Yard	5,000	8,800	0.0750	3.3020	3.0030	0.1760	3.5530	**17,765.00**	3.2540	**28,635.20**		3.1851	3.0692	0.2000	3.3851	**16,925.50**	3.2692	**28,768.96**
AVERAGES	**303,300**	**99,800**	**0.0750**	**3.3020**	**3.0030**	**0.0896**	**3.4666**	**1,041,464.10**	**3.1676**	**314,279.20**		**3.1851**	**3.0692**	**0.1000**	**3.2851**	**986,130.83**	**3.1692**	**315,416.16**

Additional charge of $400.00 for deliveres under 4,500 gallons
Minimum delivery required is 2,500 gallons

No minimum delivery fee
No delivery minimum

FY 12-13 Totals Based on Estimated **1,355,743.30** **1,301,546.99**

Difference Per Year **54,196.31**

		Western States Petroleum		M.V. Enterprises	
DESCRIPTION	Quantity	Price	Total	Price	Total
LUBRICANTS					
Metered Products					
Crank Lubricants (15/40)	400	9.94	3,976.00	9.92	3,968.00
HT4-30	1,375	11.48	15,785.00	13.21	18,163.75
HT4-50	300	13.25	3,975.00	13.21	3,963.00
Gear Lube 80W-90W	400	2.71	1,084.00	2.49	996.00
ATF (Dexron 3)	110	8.5	935.00	9.24	1,016.40
ATR/HYD 560	110	8.08	888.80	9.59	1,054.90
Antifreeze LLC (Pink)	534	14.47	7,726.98	11.81	6,306.54
[illegible] (Green)	55	9.37	515.35	7.33	403.15
Non-Metered Products					
Moly 7%	800	4.5	3,600.00	3.12	2,496.00
Solvent	55	6.35	349.25	9.55	525.25

GILA COUNTY

NOTICE OF

INVITATION FOR BID

SOLICITATION NUMBER

040112-1

BULK FUEL AND LUBRICANTS

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GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
040112-1

BID DUE DATE: May 18, 2012 **TIME:** 3:00 PM

DESCRIPTION: BULK FUEL & LUBRICANTS

PRE-BID CONFERENCE: "Not Applicable"

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

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

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

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

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

Advertisement Dates: May 2 and May 9, 2012

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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

Signed: Tommie C. Martin Date: 5 / 1 / 12
Tommie C. Martin, Chairman, Board of Supervisors

Signed: Date: 5 / 2 / 12
Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

SECTION 1
SPECIFICATIONS

1. **Purpose**

It is the intent of this Invitation for Bids to establish a contract with a qualified contractor to purchase and deliver Bulk Fuel and Lubricants for Gila County.

2. **Product Specifications**

Gasoline & Oxygenated Fuels

All gasoline shall conform to the American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter, subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State Statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.

All regular grade unleaded gasoline fuel shall have a minimum octane (RON plus MON/2) 87. The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance.

All oxygenated or blended fuels shall conform to the ASTM D4814 Standard Specifications for the State of Arizona and meet any EPA waivers for oxygenated or blended fuels.

All fuels shall be blended for climatic conditions and local requirements at each delivery site and have a maximum shelf life of one (1) year.

All gasoline fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

Diesel Fuel

All diesel fuel shall conform to ASTM D975-02 Standard Specifications for No. 2 diesel fuel for the State of Arizona and any ASTM revisions thereafter, and EPA's Ultra Low Sulfur Diesel (ULSD) fuel standards.

All fuels shall be blended for climatic conditions and local requirements at each delivery site including winter/summer blends.

All fuels shall have a maximum shelf life of one (1) year.

All diesel fuel shall be guaranteed against any damage to equipment resulting from the improper use of the product.

Supplier(s) who agree to provide fuel to designated areas shall be considered for award. All fuel products, as specified, are to be delivered to all Gila County tank locations within a forty-eight (48) hour period from date/time of order.

Tank Location and Fuel Usage

Tank locations and sizes are subject to change without notice. Other designated or alternate delivery sites may be necessary in the event of an emergency or major disaster; supplier may make an unscheduled delivery. All tanks are AST (Aboveground Tanks)

Fuel Tank Location	Unleaded Tank (gallons)	Diesel Tank (gallons)	Usage for 2011-2012 Unleaded	Usage for 2011-2012 Diesel	Estimated Usage for 2012-2013 Unleaded	Estimated Usage for 2012-2013 Diesel
Globe Shop 1001 Besich Blvd. Globe, Arizona 85501	10,000	10,000	0	0	107,400	35,000
Payson Maint. Yard 5324 East Highway 260 Payson, Arizona 85541	4,000	6,000	60,400	42,800	65,000	43,000
Tonto Basin Maint. Yard 127 South Old Highway 188 Tonto Basin, Arizona 85553	3,000	3,000	20,266	12,867	18,500	13,000
Young Maint. Yard Highway 288 Milepost 305 Young, Arizona 85554	2,000	4,000	4,940	8,710	5,000	8,800
Courthouse 1400 E. Ash St., Globe, Arizona 85501	5,000	—	214,800	30,000	107,400	0

Lubricants

All products shall be approved for year round use under all load conditions common to normal fleet operations. All products shall meet or exceed the equipment manufacturer's specification, American Petroleum Institute (API) Service Requirements (latest revision) and shall meet all requirements for manufacturer's warranties as outlined by the manufacturer.

Lubricant specifications packaged as non-bulk, i.e., fifty-five (55) gallon drums will be included but not limited for delivery to Gila County and shall be:

Metered Products:

- Crankcase 15/40
- Crankcase Synthetic 5/20
- HT4-30 & HT4-50
- Gear Lube 80W – 90W multipurpose
- Hydraulic AW68
- ATF (Dexron 3)
- HTR/HYD 560
- Antifreeze

Non-Metered Products:

- Moly 7%
- Grease
- Solvent

LUBRICANT ESTIMATED USAGE 2012	
Metered Products	**Gallons**
Crankcase Lubricants (15/40)	400
Crankcase Synthetic (5/20)	1,375
HT 4-30	300
HT 4-50	440
Gear Lube 80W-90W	110
ATF (Dexron 3)	110
HTR/HYD 560	534
Antifreeze LLC Extended Life (Pink)	55
Antifreeze Standard (Green)	110
Non-Metered Products	
Moly 7% Moly Chassis Lub	800
Solvent	55

3. Bulk Fuel Delivery Ticket

A delivery ticket which delineates the Contractor's name, address, type of fuel, grade of fuel, and float gauge reading prior to unloading and following unloading, shall be provided at the time of each delivery and left at each fuel site. A copy of the same delivery ticket shall be submitted per instructions on page 11, item 5, invoicing.

4. Equipment

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

Fuel delivery trucks shall at all times comply with current State of Arizona and Federal regulations pertaining to fuel vapor control.

5. Contractor Responsibility Concerning Fuel

- Upon delivery, pump all fuels from containers into the using agency's storage tanks.
- Supply necessary pumps, hoses, etc. to appropriately pump the fuels to the storage tanks.
- Ensure delivery of correct quantities ordered. Any delivery of excess of actual quantities ordered shall be refused.
- Responsible for any damage to equipment resulting from the delivery of fuel and from fuel product.
- Responsible for all spillage, which may occur during transit, loading or unloading operations. Definition of spill is any amount of fuel that can puddle on the ground; also the spill bucket or spill box must be free of debris and fuel at completion of the delivery.
- Immediately report any spillage to the using agency.

6. <u>County Responsibility Concerning Fuel</u>
   - Ensure access to the fuel locations during normal business hours.
   - Make an effort to ensure proper staff is on site when fuel is delivered in order to sign and date fuel delivery tickets.
   - The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance. Contractor's failure to meet fuel compliance may be cause for contract cancellation.

SECTION 2
GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to waive any immaterial defects or informalities, or reject any or all offers or portions thereof, or reissue an invitation for bid, whichever is deemed to be in the best interest and most advantageous to Gila County.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.

5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.

6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

Laws and Ordinances

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

OFFERORS AWARD AGREEMENT

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

Overcharges by Antitrust Violations

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

Authority to Contract

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

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

Contract Amendments

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

Contract Default

A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

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

Compensation and Method of Payment

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

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

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

IRS W-9 Form

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

Purchase Orders

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

Force Majeure

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

Force Majeure shall not include the following occurrences:

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

Warranties

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

Arbitration

The parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.

SECTION 3
SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

Each separate invoice shall include at a minimum.

- Description of items and listing of quantities
- Contractor Name and Address
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

All invoices must clearly outline: type of fuel, rack price, contracted price, (plus or minus rack), and applicable taxes.

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

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

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

7. **Definitions**
   - O.P.I.S.: A nationwide petroleum information system which monitors and reports fuel prices per gallon, and fluctuations thereto, at each terminal location, on a daily basis.
   - O.P.I.S. Price: A fuel price per gallon as reported by O.P.I.S., DTN Energy or equivalent, for a specific terminal location, for a specific day.
   - Rack Price: Same as O.P.I.S. Price, i.e., the price of fuel per gallon at a specific terminal location for a specific day.
   - Terminal Location: The product distribution site where fuel is made available to the vendor for storage or resale purposes.

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

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

10. **Price Proposal**
The contract price for gasoline and diesel fuel shall be the margin price (in cents, to a REQUIRED four decimal places) for each line item, to be added to, or subtracted from, the weekly average rack price for the type of fuel required, as published by the Oil Price Information Service (O.P.I.S.). The price published by O.P.I.S. each Monday shall be in effect for purchases through Saturday of that week. If O.P.I.S. does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail.

Contract prices shall include all costs required to deliver and unload fuel into the requesting agency's AST storage tank.

No taxes are to be included in the contract prices. Applicable taxes are to be billed as a separate item on invoices.

The choice of O.P.I.S. rack (Arizona -) to be used as the contract pricing basis is to be identified on each line item and shall remain consistent for the life of the contract.

- REGIONS: Supplier must service all locations listed in the proposal.
  - Copper Region: Globe, Tonto Basin, Roosevelt
  - Timber Region: Payson, Young

Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in item no. 10. Negative margins are indicated with less than, more than symbols, or a minus dash. Supplier shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Supplier's or Gila County's discovery of any such price reduction.

11. Price Adjustment

The County may review a fully documented request for a price increase only after the contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit price. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The County will determine whether the requested price increase or an alternate option, is in the best interest of the County.

12. Safety Standards

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards, and the Department of Environmental Quality.

13. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Fuel Management personnel may re-order fuels and lubricants as they become necessary to maintain optimum inventory levels based on the required needs for each site within the County.

14. Delivery

Prices shall be F.O.B. destination to the delivery location designated herein. Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier.

The Board of Supervisors may designate other or alternate delivery sites at any time during the contract. These needs may be based on, but not limited to, seasonal, emergency, historical data.

15. Warranty

The Contractor warrants:

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

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

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

18. Contract Administration
For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Valrie Bejarano, (928)402-8612, for Product Specifications contact, Brent Cline, (928)402-8526.

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

20. Insurance Requirements
The Contractor shall furnish Certificate(s) of Insurance to the County within three (3) calendar days of notification of award and prior to all contract extensions.

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

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

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

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

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

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

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

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

2. **Automobile Liability**

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

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

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

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

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

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

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

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

21. Licenses, Permits, Certifications, Fees

Contractor shall at their own expense, posses or obtain, and retain in force without any violations, complaints, or suspension during the term of the contract, all licenses, permits, certifications, or fees, which are required by law. They shall comply with all federal, state, local and tribal laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the contracted services herein.

SECTION 4
INSTRUCTIONS TO SUBMITTERS

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

Preparation of Bid

A. Sealed Bids will be received by the County Purchasing Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.

B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award Pages at time and place of opening shall be grounds for automatic disqualification of contractor from further consideration.

D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Bid shall be listed on the offer.

F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

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

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

Inquires

A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Bid results ARE NOT provided in response to telephone inquires'. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Offer Acceptance Period

An Offeror submitting an Offer under this solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the solicitation. If the solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be on hundred twenty (120). If a best and final offer is requested pursuant to a request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the best and final offer due date.

Late Offers

Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late. Any Bid received later than the date and time specified on notice for Sealed Bid shall not be considered.

Contract

Submittal Bid Format

It is requested that One (1) Original and One (1) Copy (2 TOTAL), Original Signatures on all copies, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, Stated, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers at the place and prior to the time designated for receipts of offers.

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:

Offer and Contract Award

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

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

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

Qualification and Certification

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

Price Sheet

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

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

References

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

I.R.S. W-9

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

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

Non-Collusion Affidavit

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

Intentions Concerning Subcontracting

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

Legal Arizona Workers Act Compliance
Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment
Complete and submit all information requested on Attachment "I".

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

Bid Submission
Offers shall be submitted in a sealed envelope, a *minimum of* ***Two (2) copies, all with original signatures*** shall be provided by the Contractor.

The words "INVITATION FOR BID" with Bid Title "BULK FUEL & LUBRICANTS", Bid No., "040112-1", Date "MAY 18, 2012", and Time "3:00 PM" of Bid opening shall be written on the envelope.

The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD

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

Board of Supervisors

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

SOLICITATION NO. 040112-1

OFFER

TO GILA COUNTY:

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

Arizona State Transaction Privilege Tax License Number
No.: 07 1681 88-J

Federal Employer Identification
No.: 86-0295160

Western States Petroleum Inc.
Offeror's (Company) Name

450 So 15th Ave
Address

Phoenix AZ 85007
City State Zip

602-252-4011
Phone

602-340-9621
Facsimile

For clarification of this offer, contact:
Steve Tolboe
Printed Name

Steve@WesternStatesPetroleum.com
Email Address

WesternStatesPetroleum.com
Company Email Address

Signature of Person Authorized to Sign Offer

Steve L Tolboe 5/16/12
Printed Name Date

Sales Manager
Title

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

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

Your bid is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 040112-1

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

GILA COUNTY BOARD OF SUPERVISORS:

Date: _____

Tommie C. Martin, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

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

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

Purpose

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

Bulk Fuel & Lubricant

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:
   Western States Petroleum, Inc.
   450 So 15th Ave Phoenix, AZ 85007
   602-252-4011

2. Had Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes ___X___No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ___X___No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? _____Yes ___X___No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. Contractor Experience Modifier (e-mod) Rating in Arizona: _____ (If Applicable)

   A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6. Current Arizona Contractor License Number: _____ (If Applicable)

Signature of Authorized Representative

Steve L. Tolbos
Printed Name

Sales Manager
Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

Contractor Name: Western States Petroleum Inc Number: _____

Indicate choice of O.P.I.S. Rack Location: ☑ Phoenix ☐ Tucson
(Location shall remain consistent for the life of the contract)

BULK FUEL

Tank Location	O.P.I.S. Rack Price	Regular Unleaded Gas Unit Price	Diesel Unit Price	Delivery Charge to Location	Total Price for Fuel and Delivery	Gas	Diesel
Copper Region							
Globe Shop 1001 Besich Blvd., Globe	0750	3.302	3.003	.0500	3.427		3.128
Courthouse 1400 E. Ash St., Globe	.0750	3.302	3.003	.0500	3.427		3.128
Tonto Basin Maintenance Yard 127 S. Old Hwy 188, Tonto Basin	0750	3.302	3.003	.1200	3497		3.198
Timber Region							
Payson Maintenance Yard 5324 E. Hwy 260, Payson	0750	3.302	3.003	.0520	3.429		3.130
Young Maintenance Yard Hwy 288 Milepost 305, Young	0750	3.302	3.003	.1760	3.553		3.254

No Taxes are to be included in the price.
Prices shall include all costs required to deliver and unload fuel at the requested location.

DELIVERY

	YES✓	NO✓
Contractor agrees to provide service to all locations listed in proposal.	✓	

...r Name: Western States Petroleum Inc Number: _____

LUBRICANTS

Metered Products	Price Per Gallon
Crank Lubricants (15/40) USPAF15/40	$9.99
HT4-30 LSUP30	$11.48
HT4-50 USA SAE50	$13.25
Gear Lube 80W – 90W 400/LB	$2.71 per LB
ATF (Dexron 3) USPSuper3 ATF	$8.50
ATR/HYD 560	$8.08
Antifreeze LLC Extended Life (Pink)	$14.49
Antifreeze Standard (Green)	$9.39
Non-Metered Products	
Moly 7% - Moly Chassis Lube 2Moly 5% EP2 120LB	$4.50 per LB
Solvent – 315 Solvent 360 Solvent	$6.35

*

Sales Tax, State of: Arizona (Written Name of State) & City of: Phoenix (Written Name of City)

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona
- ☐ Out-of-Sate vendor without a presence in Arizona

Western States Petroleum, Inc
Company Name

Company Representative

If payment is made within 0 days after receipt of goods or services, the above quoted price can be discounted by 0 %.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

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

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

1. Company: City of Avondale
   Contact: Steve Wells
   Phone: 623-932-4290
   Address: 4800 S Dysart Road, Avondale

2. Company: City of Scottsdale
   Contact: Teri
   Phone: 480-312-5721
   Address: 9191 E. San Salvador Drive

3. Company: City of Coolidge
   Contact: Robert Flatley
   Phone: 520-723-7910
   Address: 395 W Palo Verde Ln Coolidge

Western States Petroleum, Inc.
Company Name

Signature of Authorized Representative

Sales Manager
Title

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Western States Petroleum Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
450 S. 15th Ave.

Requester's name and address (optional)

City, state, and ZIP code
Phoenix, AZ 85007

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

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

Employer identification number
8 6 - 0 2 9 5 1 6 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ M. Fonseca Date ▶ 05-17-12

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

STEVE TOLBOE
(Affiant)

the Sales Manager
(Title)

of Western States Petroleum, Inc. and
(Contractor)

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

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

(Signature)

Sales Manager
(Title)

Subscribed and sworn before me this
17 Day of May, 20 12

Signature of Notary Public in and for
the County of Maricopa
State of Arizona

JO ANN AYALA
Notary Public - Arizona
Maricopa County
My Comm. Expires Oct 12, 2014

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

At the time of submission of bids for Invitation for Bid No. 040112-1 Bulk Fuel & Lubricants, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

☐ It is my intention to subcontract a portion of the work.

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

Western States Petroleum Inc
Name of Firm

By: (Signature)

Sales Manager
Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

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

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

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

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

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

Signature of Authorized Representative

STEVE L. TOCBOE
Printed Name

SALES MANAGER
Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 040112-1

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

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
Offer & Contract Award (attachment A)	✓
Qualification & Certification Form (attachment B)	✓
Price Sheet (attachment C)	✓
References (attachment D)	✓
IRS W-9 Form (attachment E)	✓
Non-Collusion Affidavit (attachment F)	✓
Intentions Concerning Subcontractors (attachment G)	✓
Legal Arizona Works Act Compliance (attachment H)	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	ST	ST			
Date	5/14	5/15			

Signed and dated this 16th day of May, 2012

Western States Petroleum Inc.
CONTRACTOR:

Steve Tolbol
BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: Offeror Name, Bid No. 040112-1 Bulk Fuel & Lubricants, Date 5-18-12, 3:00 pm. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ, on or before May 18, 2012, 3:00 PM.

AMENDMENT NO. 1

The following amendments are hereby incorporated into the bid documents for the below stated project:

May 14, 2012

Invitation for Bids No. 040112-1
Bulk Fuel and Lubricants

Changes to Bid Document/Clarifications

Item No. 16, Multiple Award, page 14, of the bid documents has been removed:

~~16. Multiple Award~~

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

Item No. 10, Price Proposal, page 12, paragraph 4, of the bid documents has been revised as follows:

10. The choice of O.P.I.S. rack (Arizona ~~or New Mexico~~) to be used as the contract pricing basis is to be identified on teach line item and shall remain consistent for the life of the contract.

Page 2, item no. 1, additional information *added*:

It is the intent of this Invitation for Bids to establish a contract with a qualified contractor to purchase and deliver Bulk Fuel and Lubricants for Gila County. *The awarded Contractor shall supply both bulk fuel and lubricants and deliver to all locations in the bid documents.*

Questions/Answers

1. Can you do better than 30 days for payment terms, i.e. Net 10 or Net 15?
   The County pays at net 30 for goods/products unless the offeror will supply a discount for a net 10 or 15. See Attachment C of bid forms, Price Sheet, page 2, and bid documents page 12, item #6, Prompt Payment Discount.

2. Have any addendums been released for this bid?
   No

3. Will you accept up to 5% bio diesel in your diesel fuel?
   No bio fuel, straight fuel.

4. Are you requesting Reformulated Gasoline or is just 10% ethanol ok?
   Regular Unleaded Fuel with no blends.

5. From the invoices, which location is the Globe Yard?
The Globe Shop is a new yard that has just recently opened.

6. There are gas and diesel invoices for the Globe Shop but the usage for them on page 3 is zero. Is this an error?
The Globe Shop is a new yard that has just recently opened. There is no past usage report to supply.

7. You asked for OPIS Rack (Arizona or New Mexico) on page 12 section 10. On the price sheet "Attachment C" under indicate choice of OPIS rack location, you ask for Phoenix or Tucson. Can you clarify the choice the bidder makes?
Please see changes to bid document/clarification information above in Addenda #1.

8. When is the award date?
Before the end of June.

9. When is the first board meeting after the opening?
June 5, 2012, but there is no guarantee the request to award will go to the Board at that time.

10. Will the decision be made before or at the board meeting?
The recommendation to award will be presented at the Board meeting and reviewed by the Board.

11. What are the delivery hours?
7:00 am to 4:00 pm, Monday through Friday

12. Can we please have a list of bidders invited to submit a proposal?
List attached to Addendum.

13. What information will you be reading out loud at the bid opening?
Name of bidder and proposed bid amounts.

14. Can deliveries be split between locations?
If capacity is available.

15. Will a firm fixed price be considered? If not, why?
Only those that respond to what is requested in the bid documents will be considered.

16. If we were to insert any conditions into our alternate firm fixed bid, would they be taken into consideration or rejected? Sample attached, please indicate which clauses would be acceptable and which clause would be cause for ejection?
See item #15.

17. Will you split the award by tank wagon and transport?
Must bid all locations, delivery method is determined by supplier.

18. How many consecutive years has the current vendor been awarded?
Two consecutive bids.

19. Do you consider common carriers to be subcontractors?
Yes

20. If we do not attend the bid opening when can we receive a copy of the bid tabulations
Once awarded by the Board of Supervisors the bid tabulation information is posted on the Gila County web site; www.gilacountyaz.gov.
Refer to bid documents page 18, Item B, Inquires.

21. If we attend the bid opening, will we be able to review other submitted bids?
Each bidder's proposal is read aloud to all in attendance at the opening but the proposals are not available for review until after award.

22. When will we know who the low bidder is?
If you attend the bid opening you will know at that time, otherwise the information is not posted again until awarded by the Board of Supervisors.
Refer to bid documents page 18, Item B, Inquires.

ADDENDUM NO. 2

The following amendments are hereby incorporated into the bid documents for the below stated project:

May 15, 2012

Invitation for Bids No. 040112-1
Bulk Fuel and Lubricants

Questions/Answers

Clarification to question no. 16 in addendum #1.

1. If we were to insert any conditions into our alternate firm fixed bid, would they be taken into consideration or rejected? Sample attached, please indicate which clauses would be acceptable and which clause would be cause for ejection?

Attachment:

1) Payment terms will be Net 30 days with no discount.
2) Petroleum Traders Corporation reserves the right to adjust our submitted firm prices with the current NYMEX settlement until the date a written receipt of award or the intent to award is received. Your letter of intent is considered a binding commitment to purchase these gallons. If no contract can be made until a board approves, then the gallonage and price protection cannot begin until we have a signed contract. Notice may be faxed or emailed.
3) Any notice of award or intent to award received must include a firm commitment to a specific amount of gallons for each product to be purchased at the firm fixed price awarded during the contract. Any additional gallons purchased over or in addition to the contracted volume will be priced at a negotiated rate prior to delivery. Any unused contract gallons will be billed to you if there is a loss in the underlying futures contracts. As an example, if Petroleum Traders Corporation purchased futures contracts at $2.5000 per gallon for the specified product and month and a year later the price of these futures is $2.4000 per gallon, then if you did not use all of your contract gallons, you would be billed $.1000 per gallon times the number of unused gallons.
4) Contract cannot be terminated for convenience.
5) Any extension of this contract beyond the original contract period for the firm fixed pricing format will be by mutual agreement only.
6) This response to your bid invitation is given with the understanding that our exceptions/clauses contained herein shall prevail over any bid invitation conflicting requirements.

Response:

1) Gila County is net 30 for tangible goods and products.
2) Proposal would be rejected.
3) Proposal would be rejected.
4) Proposal would be rejected.
5) Gila County extends contracts only upon mutual agreements of both parties but this contract would be for indexed price not a firm fixed price.
6) Proposal would be rejected.

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-1249 **Consent Agenda Item 5- A**

Regular BOS Meeting

Meeting Date: 06/26/2012

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.
Presenter's Name:			

Information

Request/Subject

Amendment No. 1 to a Funding Agreement (Contract No. 174-10) with Arizona Department of Housing

Background Information

Arizona Department of Housing (ADOH) receives approximately $13 million in Community Development Block Grant (CDBG) entitlement funds annually from the U.S. Department of Housing and Urban Development (HUD) to fund eligible programs and projects in communities located in the 13 rural counties in the state.

Funding is accessed through a process that is described in the Five-Year Consolidated Plan and annual updates to the Plan, a document required by HUD to describe such processes. The rural Councils of Government (COG's) partner with ADOH to assist communities with project administration and technical assistance.

CDBG funds may be utilized to address a wide variety of community needs, some of which include various affordable housing projects, including home reconstruction, rehabilitation and repair programs.

Evaluation

Amendment No. 1 to Contract No. 174-10 will extend the end date of the contract from May 1, 2012, to July 1, 2012.

Original Contract No. 174-10 was signed by Supervisor Michael A. Pastor on June 8, 2010.

Conclusion

Amendment No. 1 to Contract No. 174-10 will extend the end date of the contract from May 1, 2012, to July 1, 2012. This will allow housing rehabilitation services to be provided to eligable residents of Gila County for an additional period of time.

Recommendation

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

Suggested Motion

Approval of Amendment No. 1 to a Funding Agreement (Contract No. 174-10) between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Services, extending the contract end date from May 1, 2012, to July 1, 2012.

Attachments

Amendment to Funding Agreement Contract #174-10

Original Contract No. 174-10 ADOH

Legal Explanation

6-18-12 ADOH Letter Re Contract # 174-10

Contract No: 174-10
Termination Date: July 1, 2012
Amendment No. 1

AMENDMENT TO A
FUNDING AGREEMENT
Between
ARIZONA DEPARTMENT OF HOUSING
and
Gila County

This **Agreement**, is made and entered into by and between the **Arizona Department of Housing (ADOH)**, and ***Gila County*** **(Recipient)**.

RECITALS

1) **ADOH** and **Recipient** have entered into a Contract, stipulating to an award through the State Housing Fund or Community Development Block Grant Programs by **ADOH** to **Recipient** for the purpose as outlined in the above referenced Funding Agreement; and

2) A revision to said Agreement is necessary, and;

3) **ADOH** and **Recipient** agree that the revision is in the best interest of all parties, including beneficiary low-income households; **ADOH** and **Recipient** hereby agree to amend the subject agreement as follows:

AGREEMENT

Extension of this project to July 1, 2012

The agreement incorporates the Recital paragraphs set forth above.

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, **ADOH** and **Recipient** have executed this Amendment that shall become effective when signed by ADOH.

THE ARIZONA,
DEPARTMENT OF HOUSING

BY:	_____	BY:	_____
	Michael Trailor		Tommie C. Martin
TITLE:	Director	TITLE:	Chair, Board of Directors / Supervisors
DATE:	_____	DATE:	_____

Manager's Approval

Approved as to form:

_____

Bryan B. Chambers,
Chief Deputy County Attorney

_____

Date

JANICE K. BREWER
Governor

MICHAEL TRAILOR
Director

STATE OF ARIZONA
DEPARTMENT OF HOUSING
1110 WEST WASHINGTON, SUITE 310
PHOENIX, ARIZONA 85007

(602) 771-1000 WWW.AZHOUSING.GOV
FAX: (602) 771-1002

June 16, 2010

Malissa Buzan
Gila County
5515 South Apache Avenue, Suite 200
Globe, Arizona 85501

RE: New Community Development Block Grant (CDBG) Contract
Contract No. 174-10

Dear Ms. Buzan:

Enclosed for your file are two originals of your CDBG contract for FY 2009 Regional Account to rehabilitate 2-3 owner occupied housing units within Gila County boundaries excluding Indian Reservations. The effective date of the contract is the date of execution by the Arizona Department of Housing. The expiration date of the contract is May 1, 2012.

Please note that the following documents are part of your contract:

Attachment A – Scope of Work
Attachment B – Performance Report
Attachment C – Budget
Attachment D – Request for Payment
Attachment F - Certification and Other Requirements Relating to Title I or Title II Assistance
Attachment G - Authorizing Resolution(s)

Your Program Specialist, Sharon Tolman, will e-mail you copies of Attachments B and D, the Request for Payment and Performance Report, for your use throughout contract implementation.

Should you have any questions regarding your new contract or reporting requirements, please contact Sharon Tolman at 602-771-1042.

Sincerely,

Cindy Perry for Katherine Blodgett

Katherine E. Blodgett, Administrator
Community Development and Revitalization Programs

Enclosure

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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ATTACHMENTS

☒ A Scope of Work
☒ B Performance Report/Schedule of Completion
☒ C Budget
☒ D Request for Payment Form
☐ E Special Conditions of the Agreement
☒ F Certification and Other Requirements Relating to Title I or Title II Assistance
☒ G Authorizing Resolution(s)

AGREEMENT NO. **174 -10**
TERMINATION DATE **May 1, 2012**

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
Gila County
FOR
Owner-Occupied Housing Rehabilitation

This Funding Agreement is made by and between:

The **Arizona Department Of Housing (ADOH),** located at, 1110 West Washington, Suite 310, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☒ Title I of the Housing and Community Development Act of 1974, as amended ("CDBG")

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Act) ("HOME")

☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF")

☐ Title 24 Part 574 and 42 U.S.C. Section 12902 of the AIDS Housing Opportunity Act of (Housing Opportunities for Persons With HIV/AIDS) ("HOPWA")

☐ Title IV Part 582 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Shelter Plus Care) ("SPC")

☐ Title IV Part 583 of the Stewart B. McKinney Homeless Assistance Act of 1987, as amended (Supportive Housing Program) ("SHP")

☐ Title III of the Housing and Economic Recovery Act of 2008, Pub. Law 110-289, July 30, 2008, (the Neighborhood Stabilization Program which provides emergency assistance for redevelopment of abandoned and foreclosed homes and multifamily housing)("NSP").

and

Gila County
(Entity)
An Arizona County **(Recipient)**, located at

5515 South Apache Avenue, Suite 200
Globe, Arizona 85501

In consideration of the mutual representations and obligations hereunder ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $ 141,672 in the following type of funds to Recipient in accordance with this Agreement.

☒ **CDBG**, CFDA # 14.228
Federal Fiscal Year 2009
$141,672

☐ **HOME**, CFDA # 14.239
$____

☐ **HTF**
$____

☐ **HOPWA**, CFDA # 14.241
Federal Fiscal Year _____
$____

☐ **SHP**, CFDA # 14.235
Federal Fiscal Year _____
$____

☐ **SPC**, CFDA # 14.238
Federal Fiscal Year _____
$____

☐ **NSP**, CFDA #
Federal Fiscal Year _____
$____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within 30 days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until **May 1, 2012** unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement, as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G,** ***Authorizing Resolution(s)*** and any ***Special Conditions of the Agreement*** attached hereto as **Attachment E.**

☒ **CDBG** funds requires adherence to the following additional provisions: (1) the provisions of 24 CFR, Part 570 as revised; (2) ***Certification and Other Requirements Relating to Title I Assistance*** attached hereto as **Attachment F**; (3) the provisions contained in the ***State of Arizona Consolidated Plan***; (4) ***ADOH ERR Handbook***; (5) ***ADOH Labor Standards Handbook*** (6) ***CDBG Application Handbook***; (7) ***CDBG Grant Administration Handbook;*** and (8) ***CDBG Procurement, Contracts and Acquisition Handbook*** (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ **HOME** funds requires adherence to the following additional provisions: (1) the provisions contained in 24 CFR Part 92 Home Investment Partnerships Program as revised, (2) ***Certification and Other Requirements Relating to Title II Assistance*** attached hereto as **Attachment F;** (3) the provisions contained in the ***State of Arizona Consolidated Plan***; (4) ***ADOH ERR Handbook***; (5) ***ADOH Labor Standards Handbook*** (6) the ***State Housing Fund Program Summary and Application Guide*** and any revisions thereto.

☐ **The use of Housing Trust Funds (HTF)** requires adherence to the following additional provisions: (1) the ***State Housing Fund Program Summary and Application Guide*** as revised.

☐ **Special Needs Housing "homeless" funding from SPC** requires adherence to 24 CFR Part 582 as revised.

☐ **Special Needs Housing "homeless" funding from SHP requires** adherence to 24 CFR Part 583 as revised.

☐ **Special Needs Housing "homeless" funding from HOPWA requires** adherence to 24 CFR Part 574 as revised.

☐ **Neighborhood Stabilization Program, NSP,** requires adherence to specific reporting requirements described in Attachment A, B & D to this Agreement..

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the ***Scope of Work*** hereby incorporated into this Agreement and described in **Attachment A.**

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the ***Scope of Work.***

Revisions to the ***Scope of Work*** that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the ***Scope of Work*** require written amendment to the this Agreement:

(a) The purpose of the project changes;
(b) The location of the project changes;
(c) A project activity is added, deleted or altered such that it becomes a different activity;
(d) The beneficiary of any activity changes; and
(e) The Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised ***Scope of Work*** attached;
(f) The ownership entity changes;
(g) Any other changes that involve program requirements.

ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified below and as requested by ADOH or HUD. The Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 **Performance Report.** Recipient agrees to submit the ADOH *Performance Report* respective of the funding source indicated below and attached as Attachment B.

☐ **RENTAL Projects funded with HOME OR HTF.** Recipient must submit a

Bimonthly Progress Report attached hereto as **Attachment B.** The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two months, i.e., the January report covers the months of November and December.

☒ **All OTHER projects funded with HOME, HTF and CDBG**. Recipient must submit a ***Quarterly Progress Report*** attached hereto as **Attachment B.** The Quarterly Progress Report must be submitted to ADOH on the 15th of July, October, January and April and address activities of the preceding three months, i.e., the July report covers the months of April, May and June. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ **Special Needs Housing "homeless" funding from SPC or SHP.** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in **Section 4.** Recipient shall submit one (1) ***HUD Annual Progress Report (APR) document No. 40118,*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement. Recipient shall enter information reported on the APR into the Homeless Management Information System (HMIS).

☐ **Special Needs Housing "homeless" funding HOPWA.** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in **Section 4** and submit one (1) ***HUD Annual Progress Report (APR) document No. 40110-C*** attached hereto as **Attachment B** no later than 60 days following the contract termination date listed on Page 1 of the Agreement.

☐ **HTF "Eviction Prevention / Emergency Housing/EPEH" funding.** ADOH shall administer said program in accordance with the dates listed in **Section 4.** Recipient shall submit monthly payment requests accompanied by ADOH generated ***Monthly report*** attached hereto as **Attachment B** and a bi-annual program narrative report.

☐ **NSP.** Specific reporting requirements for the NSP funding are attached to this Agreement as Attachment A,B & D.

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. The Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a **Completion Report** is due to ADOH within Sixty (60) days of one of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or

(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is Administratively Closed.

After the project is administratively closed the recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, the Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the ***Scope of Work*** in accordance with the ***Schedule of Completion*** hereby incorporated into this Agreement and described in **Attachment B.**

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ **RENTAL Projects funded with HOME OR HTF.** Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Bimonthly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ **All OTHER projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the ***Schedule of Completion*** using the ***Quarterly Performance Report,*** attached hereto as **Attachment B.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Special Needs Housing "homeless" funding from SPC or SHP.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of***

Completion attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **HTF "Eviction Prevention/Emergency Housing/EPEH" funding.** To the extent that the changes cause the schedule timeline to be extended Recipient must submit a written request for a contract amendment to ADOH with a revised ***Schedule of Completion*** attached. Contract amendment requests must be received by ADOH a minimum of 30 days prior to the contract expiration date. ADOH will respond to the written request within 14 business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the **Budget** that is attached as **Attachment C.** Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☒ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the **Budget** require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds 50%, unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
(b) Additional funding sources are added to the Project;
(c) Recipient is requesting a change to the grant terms.

☐ **HOME and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the **Budget** require a contract amendment:

(a) Additional funding sources are added to the Project which required a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

See Section 10 for changes that affect the Budget.

The Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to ADOH within 30 days of receipt. The Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of the Recipient. All amendments or modifications to this agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to the Agreement within 14 business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 (Environmental Review), the environmental effects of each activity carried out with Federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with environmental review and ADOH then requests a release of funds from HUD. Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects Phase I Environmental Assessments are required to be completed on properties for which new

construction/change in use is proposed, regardless of whether Federal or State funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-Federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using Federal assistance (e.g., as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities, i.e., acquisition, construction, etc. ADOH or HUD provides authorization to proceed based on the completed ERR.

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☒ **CDBG.** If the Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed 18 percent of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, SHP, SPC and HOPWA funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the ***Budget*** in **Attachment C.** Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in OMB Circulars A-87, A-122, and A-133, as applicable, and 24 CFR Parts 44, 84, 85, 92 and 570 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal environmental review conditions. Requests for reimbursement must be made using the Arizona Department of Housing ***Request for Payment*** form hereby incorporated

into this Agreement and attached as **Attachment D**. For construction projects Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within 60-days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the 60-day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY THE RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section the following definitions shall apply:

"Funds Recouped by the Recipient" means funds initially provided by ADOH to the Recipient under this Agreement and any matching contributions that are recouped by the Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement, or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by the Recipient are subject to all the requirements of Program Income described below with the exception that the Recipient shall not use Funds Recouped by the Recipient for administrative purposes. For this reason, the Recipient must separately account for all Funds Recouped by the Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to the Recipient under this Agreement.

"Program Income" means gross income received by the Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by the Recipient with funds provided by ADOH under this Agreement, less costs incidental to

generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by the Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by the Recipient.

The Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by the Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

The Recipient must return all Program Income, Funds Recouped by the Recipient, and Interest to ADOH within 30 days of receipt.

The Recipient must remit to ADOH any Program Income, Funds Recouped by the Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **30 days** of receipt by Recipient.

Section 15. DEOBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) the Recipient has completed performance under the ***Scope of Work* (Attachment A)** without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) the Recipient, with the consent of ADOH, cancelled or changed an activity required under the ***Scope of Work*** for reasons other than non-performance; or (5) the Recipient receives Program Income that has not been included in the budget or set forth in the ***Scope of Work;*** and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program,

ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to the Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if the Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accord with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) the Recipient fails to perform in accordance with the performance obligations set forth in the ***Scope of Work*** (**Attachment A**) and the ***Schedule of Completion*** (**Attachment B**) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to the Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that the Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than One Hundred Eighty (180) days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, the Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to the

Recipient in the form of a loan) in excess of $25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the Recipient; or (2) not be used in accordance with 24CFR Part 570.503(b)(8)(i), in which event the Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants, and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved With State Housing Trust Funds. Upon expiration of this Agreement, any real property under the Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to the Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate the Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to the Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist the Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves the Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to **Section 11** of the Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the **Schedule of Completion,** attached hereto as **Attachment B** may result in contract termination, deobligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

(a) The Recipient fails to begin work on its Environmental Review pursuant to **Section 11** within the sixty (60) calendar days from the date ADOH executes the Agreement;

(b) The Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which the Recipient does not commence any of the activities described in the ***Scope of Work*** **(Attachment A)** or fails to expend any funds in accordance with the ***Budget*** **(Attachment C)** within One hundred eighty (180) calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under **Section 15.4** hereof and/or terminate this Agreement for cause pursuant to **Section 20** of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the **Scope of Work** set forth in **Attachment A, Schedule of Completion** set forth in **Attachment B** and **Budget** set forth in **Attachment C** to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall recapture all funds allocated to the Recipient under this Agreement pursuant to **Section 15.4** hereof and obtain repayment of funds expended pursuant to **Section 15.6,** hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one or more activities) if either Party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates the Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to the Recipient under this Agreement pursuant to **Section 15** hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If a Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the awarding agency,

(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(c) Wholly or partly suspend or terminate the award evidenced by this Agreement,

(d) Withhold further awards to the Recipient's project funded by the award evidenced by this Agreement,

(e) Recapture funds and terminate contract,

(f) Withhold future ADOH grant awards from all sources, or

(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADOH is, at any time while the Agreement or any extension of the Agreement is in effect, be an employee or agent of any other party to the Agreement in any capacity or a consultant to any party of the Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when the Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain, for inspection and audit by ADOH, all books, accounts, reports, files, including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 24 CFR Part 85.20. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the Arizona Department of Housing for the HOME and CDBG programs and

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

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials, and employees from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Recipient, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of the Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State or Arizona, or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development is not a party to this Agreement, and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 24 CFR Part 84. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply

shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, SHP, SPC, HOPWA) or state (HTF) funds used is part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH 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.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to the Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. The Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

Recipient shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Recipient shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or disability.

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Recipient toward fulfillment of this Agreement.

Section 41. SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Recipient certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the State of Arizona or the Department determines that the

Recipient submitted a false certification, the Department may impose remedies as provided by law including cancellation or termination of this Agreement.

SECTION 42. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

(a) The Recipient 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.)

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

(c) The Department retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 43. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal, or material change. Proof of Insurance from the Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

The Recipient and its Subcontractor, at Recipients' and Subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH, and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

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

The Recipient's insurance shall be primary insurance as respects ADOH, and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance

policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.
The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers, and employees for any claims arising out of the Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. The Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require the Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

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

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

43.1 Required Coverage

Commercial General Liability. Recipients shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The Policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of

not less than $1,000,000 each occurrence with respect to the Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of the Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. The Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

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

43.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

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

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

43.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 310, Phoenix, AZ 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to the Recipient, it shall be addressed to:

Gila County
ATTENTION: Malissa Buzan, Housing Services Manager
5515 South Apache Avenue, Suite 200
Globe, Arizona 85501

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, recipient agrees to register the project with *socialserve.com* and keep the project listed with *socialserve.com* for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipients must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of 24 inches high by 36 inches wide, include a minimum 5-inch high ADOH logo and text printed at a minimum 72 point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipients are required to provide to ADOH before and after photographs of the project in digital or film format.

THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING

BY: Michael Trailor
Director

DATE: 6·15·2010

Gila County, RECIPIENT

BY: Michael A. Pastor, Chairman
TITLE: Gila County Board of Supervisors

DATE: 6/8/10

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy County Attorney

Attachment A

SCOPE OF WORK

Activity #1 - Administration **$25,500 CDBG**

To carry out required actions in the administration of all activities funded from the **FY 2009 CAAG Regional Account for Gila County.** Actions are to include requisite record keeping, reporting, monitoring and all other actions necessary to ensure compliance with CDBG Program requirements as identified in the 24 CFR 570.500 –570.614 and current Arizona Department of Housing Handbooks.

Activity #2 –Owner Occupied Housing Rehab **$116,172 CDBG**

To use CDBG funds for single family owner occupied housing rehab. The activity will be conducted within Gila County boundaries excluding Indian Reservations. The project will rehab 2-3 units at approximately $30,000 each. Qualified homeowners (at 80% or below AMI) will be selected from a Gila County Housing Rehab waiting list, on a first come first served basis. The homeowner will receive the help in the form of a forgivable, non-interest bearing deferred payment loan. All rehab services provided will be completed by in-house staff, and all construction services will be completed by licensed and insured general contractors.

This activity will meet the Low Moderate Income Benefit National Objective (LMH) and will benefit approximately 6 people. 100% are considered low to moderate income.

HUD Performance Measures

Objective: Decent Housing

Outcome: Accessibility/Affordability

Indicator(s): Number of units brought to standard condition

Data Collection Methodology: 1) Activity logs that show units and households assisted, code violations remedied, 2) Agency specific reports and/or systems that show costs per unit – increases/decreases, 3) Surveys that show customer satisfaction

HOUSING PERFORMANCE REPORT

ATTACHMENT B

Recipient _____ **Report Period** **Year** _____

Contract # _____ ☐October ☐January ☐April ☐July

APPLICANT/BENEFICIARY DATA

☐Homeownership Activity
Homeownership activities are deemed completed when the mortgage closing has taken place. Homeownership counseling activities are deemed complete when the persons have completed all required counseling sessions.

☐Housing - New Construction Activity
New construction activities are deemed completed when construction is complete, final payment has been issued to all contractors and a certificate of occupancy has been issued.

☐Rehabilitation Activity ***(including wells/septic installations for individual households; replacement of manufactured homes (mobile homes); private sewer/water hookups and meters)***
Housing rehabilitation activities are deemed complete when the rehabilitation of the unit is complete, the release of liens is signed and final payments have been issued to all contractors.

RACIAL CATEGORIES (HUD DESIGNATED)	TOTAL NUMBER OF ELIGIBLE APPLICANTS **		TOTAL HOUSEHOLDS BENEFITING***		TOTAL PERSONS BENEFITING***	
	RACIAL GROUP	*HISPANIC	RACIAL GROUP	*HISPANIC	RACIAL GROUP	* HISPANIC
WHITE						
BLACK/AFRICAN AMERICAN						
ASIAN						
AMERICAN INDIAN/ALASKAN NATIVE						
NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER						
AMERICAN INDIAN/ALASKAN NATIVE AND WHITE						
ASIAN AND WHITE						
BLACK/AFRICAN AMERICAN AND WHITE						
AMERICAN INDIAN/ALASKAN NATIVE & BLACK/AFRICAN AMERICAN						
OTHER MULTI-RACIAL						
TOTALS						

*Hispanic HUD has designated Hispanic as an ethnic group. A household or person can be identified as both a member of a racial group and an ethnic group.

** Applicant A person/household who has applied for and has been determined to be eligible to receive assistance based on the requirements specific to that program regarding income, location of home, type of home, type of rehab needed, age, family size, etc. or a person/household who has applied for a specific public service. The "applicant" may or may not receive a benefit, depending on the length of the program and the availability of funds. If multiple persons apply for housing or public services under one household application form, only one person can be deemed "applicant" and thus determines the race and ethnicity of the household. This determination can be made by the recipient.

Benefiting A household/person that meets the eligibility requirements of the program ***and has actually received the benefit, e.g. received a rehab loan/grant, homeownership assistance or public service being offered.

Complete chart below to show how many of the total number of households/persons benefiting were in these categories:

OTHER BENEFICIARY DATA		
TOTAL NUMBER BENEFITING:	HOUSEHOLDS BENEFITING***	PERSONS BENEFITING***
FEMALE HEAD OF HOUSEHOLDS		
ELDERLY		
DISABLED		

NARRATIVE

PART 1

In the space below, provide a summary of the current status including significant accomplishments and milestones of each grant including, but not limited to the following specific project type information:

- For Housing activities, number of applications received, being processed and awarded; projects out to bid; under construction; status of loan portfolio; closings scheduled; persons on wailing list; etc.

PART 2

A. Explain any variances between accomplishments (proposed and actual beneficiaries) previously reported and the accomplishments being reported this period.

B. When will the project be completed? Describe the steps to be taken to ensure the completion of the project within the required timeframes.

C. Provide a detailed description of any problems that are impeding the progress and/or schedule of the project and the efforts taken to resolve the problems.

Prepared by (print)_____

Signature_____ Date_____

Phone_____ email_____

Part III. Financial Activity & Demographic Information

Contract #:

Unit #	Name	Address, Zip Code	Lead Abatement	Amount Expended ($)	Other Rehab	Project Completion Date (mm/dd/yy)	HH Income	Gross Monthly Income ($)	% of Area Median Income	* Race of HH	Personal HH ($)	* Head of Household	HH Type	Income Y/N

Total # of Units set up	NA
Total # of Units Completed	NA
Total Amount of CDBG Funds Expended	$0.00
Total Savings	

Demographic Codes

Race of HH	HH Type (Select All that apply)	HH % of Area Median Income	Head of Household	Lead Abatement
11- White 12- Black/African American 13- Asian 14- American Indian or Alaskan Native 15- Native Hawaiian or other Pacific Islander 16- American Indian or Alaskan Native & White 17- Asian & White 18- African American & White 19- American Indian or Alaskan Native & Black 20- Other Multi-racial	1- Single, Non-Elderly 2- Elderly (62+) 3- Single Parent 4- Two parent 5- Not Related 6- Female Head of House 7- Disabled	1- 0 to 30% 2- 31 to 50% 3- 51 to 60% 4- 61 to 80%	M - Male F - Female	Y - Yes N - No

FOR HOUSING TRUST FUND PROGRAM USE ONLY – On Site

Contract Closed Date ADDI Sidhath

Demographic Codes

Race of HH	HH Type (Select All that apply)	HH % of Area Median Income	Head of Household	Lead Abatement
11- White 12- Black/African American 13- Asian 14- American Indian or Alaskan Native 15- Native Hawaiian or other Pacific Islander 16- American Indian or Alaskan Native & White 17- Asian & White 18- African American & White	1- Single, Non-Elderly 2- Elderly (62+) 3- Single Parent 4- Two parent 5- Not Related	1- 0 to 30% 2- 31 to 50% 3- 51 to 60% 4- 61 to 80%	M - Male F - Female	Y - Yes N - No

CDBG

Attachment C

Budget

Recipient	Gila County			Date	
Contract No./File No.	174-10	Contract Period: 5/1/10 to 5/1/12		Revision No.	
Activity	OOHR				
Recipient Address	5515 S Apache Ave Suite 200			City	Globe
Contact Person	Malissa Buzan			Fax	85501
Phone	928-425-7631 x8693	Email	mbuzan@co.gila.az.us	Zip Code	928-425-9468
Program Specialist	Sharon Tolman	Email	sharon.tolman@azhousing.gov	County	Gila

a	c	d	e	f	g	h
Budget Line Item or Activity No.	CDBG FY2009	Source Program Year	Source Program Year	Source Program Year	Source Program Year	Source Program Year
1. Admin	$25,500.00					
2. OOHR	$116,172.00					
Total	$141,672.00					

ARIZONA DEPARTMENT OF HOUSING

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County		
Contract No	174-10 Contract Period: 5/1/10 to 5/1/12	Date	
Activity	OOHR	Pay Req. No/Mo	
Recipient Address	5515 S Apache Ave Suite 200	Direct Wire Dep	Yes No
Contact Person	Malissa Buzan	City	Globe
Phone	928-425-7631 x8693 Email mbuzan@co.gila.az.us	Zip Code	85501
Program Specialist	Sharon Tolman Email sharon.tolman@azhousing.gov	Fax	928-425-9468
		County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Copies of actual receipts, invoices, and cancelled checks should be included. ORIGINAL SIGNATURES are required for processing.

a	b	c	d	e	f	g	h
Budget Line Item or Activity No.	IDIS Act No.	CDBG 2009		Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
1. Admin		$25,500.00			25,500.00		25,500.00
2. OOHR		$116,172.00			116,172.00		116,172.00
Total		$141,672.00	$0.00	$0.00	$141,672.00	$0.00	$141,672.00

Recipient Authorized Signature Date Title

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports		Current ☐	Not Current ☐	For ADOH Use Only	
ADOH Program Specialist Approval		Date		ADOH Program Manager Approval	Date

ARIZONA DEPARTMENT OF HOUSING

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT -ITEMIZED PAYMENT STATEMENT PAGE 2 OF 2

Recipient	Gila Co		
Contract No	174-10	Date	
	Contract Period: 5/1/10 to 5/1/12	Pay Req. No	

Budget Line Item or Activity No	Description of Expense (List in according to funding source)	Paid (or Payable) to	Address of Payee	Federal Employer Identification Number (EIN)	Date Paid	Check # Invoice PO	Amount of Request Column "g"	Balance paid by other source	Name of other source
Totals							0.00	0.00	

ARIZONA DEPARTMENT OF HOUSING

CERTIFICATIONS

APPLICANT CERTIFICATIONS FOR FY 2009

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 apply 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 ADOH 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 sub-recipients 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:

Shirley L. Dawson 6/23/09

Signature of Mayor or Chair of County Board Date

Shirley L. Dawson, Chairman, Gila County Board of Supervisors

Typed Name of Mayor or Chair of County Board

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.

APPROVED AS TO FORM:

Bryan Chambers, Cheif Deputy Gila County Attorney

When recorded,
return to:
Marian Sheppard, BOS
(6/23/09 #10H)

RESOLUTION NO. 09-06-07

AUTHORIZATION TO SUBMIT APPLICATION(S) AND IMPLEMENT STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF GILA AUTHORIZING THE SUBMISSION ON AN APPLICATION(S) FOR FY 2009 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 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 APPLICATIONS.

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

WHEREAS, the State of Arizona is administering the CDBG Program;

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 address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Gila authorize application to be made to the State of Arizona Governor's Office of Housing Development/State of Arizona Department of Housing for FY 2009funds, and authorize the Chairman of the Board of Supervisors of the County of Gila to sign the 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 of the County of Gila to take all actions necessary to implement and complete the activities submitted in said application; and

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 an 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 the (these) application(s).

Passed and adopted by the Board of Supervisors of Gila County this 23rd day of June 2009.

Shirley L. Dawson

Shirley L. Dawson, Chairman of the

Gila County Board of Supervisors

ATTEST:

for Marian Sheppard Chief Deputy Clerk
Steven L. Besich, Clerk of the Board

APPROVED AS TO FORM:

Bryan Chambers

Bryan Chambers, Chief Deputy County Attorney

GILA COUNTY ATTORNEY
Daisy Flores

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

JANICE K. BREWER
Governor

MICHAEL TRAILOR
Director

STATE OF ARIZONA
DEPARTMENT OF HOUSING
1110 WEST WASHINGTON, SUITE 310
PHOENIX, ARIZONA 85007

(602) 771-1000 WWW.AZHOUSING.GOV
FAX: (602) 771-1002

June 18, 2012 (sent via email)

Malissa Buzan, Housing Services Manager
Gila County
5515 South Apache Avenue, Suite 200
Globe, Arizona 85501-4430

RE: Gila County, CDBG Contract #174-10 OOHR
Reply Due Date: June 27, 2012

Dear Malissa:

This letter is a correction to the original amendment approval letter send May 3, 2012. In Form 1-R, the County requested a 60-day extension of contract 174-10, and that is what ADOH has approved.

Your approved revision is specified in Amendment # 1 for which it:

- *Extends the termination date to July 1, 2012*

Enclosed are 2 revised original Amendments for this contract. Please have your Chief Elected Official or individual authorized to make changes in the contract between ADOH and the local government (as per the CD-1 Form) sign and date the Amendment documents. Return both original copies to ADOH for signature.

Once the Amendments are fully executed, an original copy will be sent to you for your Application/Contract file. Please incorporate the approved 1-R Form (sent to you in May), this revised Amendment, and the transmittal letter into your application file.

If you should have any questions please feel free to contact me at (602)771-1024 or via email at noel.schaus@azhousing.gov

Sincerely,

Noël Schaus
Community Development and Revitalization Programs Specialist

ARF-1279 **Consent Agenda Item 5- B**

Regular BOS Meeting

Meeting Date: 06/26/2012

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:	2012 - 2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2012 - June 30, 2013	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Presenter's Name:

Information

Request/Subject

Amendment No. 4 to an Intergovernmental Agreement (Contract No. DE111073001) with the Arizona Department of Economic Security

Background Information

The Community Action Network is made up of public and private agencies that work to alleviate poverty and empower low-income families in communities throughout Arizona. Most of the agencies are Community Action Agencies (CAAs), created through the Economic Opportunity Act of 1964. Arizona's CAAs provide services to more than 150,000 people annually.

Evaluation

Amendment No. 4 to this Intergovernmental Agreement (Contract No. DE111073001) increases the cumulative reimbursement ceiling for the contract period July 1, 2010, through June 30, 2015, to $1,735,780.13. This is an increase of $470,006 for fiscal year 2012-2013.

Funding from this contract is to be used to provide eligible residents of Gila County, Case Management Services and Community Services, that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency.

Conclusion

By the Board of Supervisors approving Amendment No. 4 to Contract No. DE111073001, the cumulative reimbursement ceiling amount will go from $1,265,774.13 to $1,735,780.13 for the period July 1, 2010, through June 30, 2015.

Recommendation

The Gila County Community Action/Housing Services Manager recommends that the Board of Supervisors approve Amendment No. 4 to Contract No. DE111073001.

Suggested Motion

Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. DE111073001) between the Arizona Department of Economic Security and the Gila County Division of Community Services, Community Action Program, whereby the Arizona Department of Economic Security will provide cumulative reimbursement ceiling funding in the amount of $1,735,780.13 to be used to provide case management and community services to eligible citizens residing in Gila County for the period from July 1, 2010, through June 30, 2015.

Attachments

Amendment No. 4 to Contract No. DE111073001 DES

Amendment No. 3 to Contract No. DE111073001 DES

Amendment No. 2 to Contract No. DE111073001 DES

Amendment No. 1 to Contract DE111073-001

Original Contract DE111073001 DES

Legal Explanation

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER DE111073001
Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	3. AMENDMENT NUMBER Four (4)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section, and Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period beginning July 1, 2012 through June 30, 2013:

The reimbursement ceiling for the service for Case Management is $320,006.

The reimbursement ceiling for the service for Community Services is $150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2010 to June 30, 2015 is increased to $1,735,780.13.

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Reporting: Effective July 1, 2012 programmatic data shall be submitted through direct entry into CAP60 or through an agreed upon data bridge from an existing data system into CAP60 as identified on Programmatic Reports. All other reports such as invoices, payment verification forms and narrative information shall be provided on the forms currently required by this contract.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	7. NAME OF CONTRACTOR Gila County Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Tommie C. Martin
TITLE **Contract Administration Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE	DATE

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: _____

By: _____
Public Agency Legal Counsel
Bryan B. Chambers

Date: _____

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-12 TO 6-30-13

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,413	50%+0=50%	50%	$ 17,707	$ 8,853
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$32,885	0%+50%=50%	50%	$ 16,443	$ 8,221
TOTAL PERSONNEL COST:						**$ 116,227**	**$ 87,243**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 3 @ 25%			$ 5,362	$ 5,362
	$595.83 per mo x 12 mo X 3 @ 50%			$ 10,725	$ 10,725
FICA	0.0765	X	$116,227	$ 8,891	$ 4,446
Workman's Comp	0.003	X	$116,227	$ 349	$ 174
Retirement	0.1115	X	$116,227	$ 12,959	$ 6,480
TOTAL ERE COST:				**$ 38,286**	**$ 27,187**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$300 per month x 12 months	$ 3,600	$ 1,800
Per Diem	$25 per day for 20 days for 5 FTE's	$ 2,500	$ 1,250
TOTAL TRAVEL COSTS:		**$ 6,100**	**$ 3,050**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 600
TOTAL SPACE COSTS:		**$ 21,276**	**$ 10,638**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A			
		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 5,406
Postage	$250 per month x 12 months	$ 3,000	$ 1,500
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 6,906**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's (inlcudes hotel & registration)	$ 3,000	$ 3,000
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 10,280
TOTAL OPERATING SERVICE COSTS:		**$ 23,560**	**$ 13,280**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 222,849**	**$ 148,304**

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 141,269	$ 141,269
2	LIHCON	*78*	$ -	$ -
3	LLVG		$ -	$ -
4	NHN	*70*	$ 433	$ 433
5	TANF	*49*	$ 30,000	$ 30,000
6	ESG	*17*	$ -	$ -
TOTAL VOUCHER COSTS:			**$ 171,702**	**$ 171,702**

12	**TOTAL COSTS:**	**$ 394,551**	**$ 320,006**

REVENUE SOURCES:		
DES Case Mgt.	$ 320,006	$ 320,006
Gila County	$ 74,545	
TOTAL REVENUE:	**$ 394,551**	**$ 320,006**
TOTAL REVENUE:	**$ 394,551**	**$ 320,006**

4/10/2012
Revised

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-12 TO 6-30-13

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Community Services Director	$81,994	50%+0=50%	50%	$ 40,997	$ 8,199
1	1	Divisional Accountant	$35,413	50%+0=50%	50%	$ 17,707	$ 3,541
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 5,389
1	1	Divisional Special Projects	$27,908	50%+0=50%	50%	$ 13,954	$ 6,977
1	1	Divisional Assistant	$39,104	50%+0=50%	50%	$ 19,552	$ 9,776
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 7,634
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 8,024
1	1	Clerk	$32,885	0%+50%=50%	50%	$ 16,443	$ 8,221
TOTAL PERSONNEL COST:						**$ 190,730**	**$ 69,669**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 3 @ 10%			$ 2,145	$ 2,145
	$595.83 per mo x 12 mo X 6 @ 25%			$ 10,725	$ 10,725
FICA	0.0765	X	$190,730	$ 14,591	$ 7,295
Workman's Comp	0.003	X	$190,730	$ 572	$ 286
Retirement	0.1115	X	$190,730	$ 21,266	$ 10,633
TOTAL ERE COST:				**$ 49,299**	**$ 31,084**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL TRAVEL COSTS:		**$ -**	**$ -**

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ -**	**$ -**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		$ -	$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		$ -	$ -

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL OPERATING SERVICE COSTS:		$ -	$ -

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		$ -	$ -

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 240,029	$ 100,753

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $490 x 100 households	$ 49,000	$ 49,000
	Average $247 x 1 household	$ 247	$ 247
TOTAL VOUCHER COSTS:		$ 49,247	$ 49,247

12	TOTAL COSTS:	$ 289,276	$ 150,000

REVENUE SOURCES:		
DES CSV	$ 150,000	$ 150,000
Gila County	$ 139,276	
TOTAL REVENUE:	$ 289,276	$ 150,000
TOTAL REVENUE:	$ 289,276	$ 150,000

4/10/2012
Revised

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	DE111073001
	3. AMENDMENT NUMBER Three (3)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT
Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Funding for the contract period July 1, 2011 through June 30, 2012:
The reimbursement ceiling for the service Case Management is increased from $426,729 to $456,257. This is an increase of $29,528, which includes $6,389 "Carryover" funding. The carryover funding is not added to the cumulative reimbursement ceiling.

The reimbursement ceiling for the service Community Services is increased from $150,000 to $220,258. This is an increase of $70,258, which includes $70,258 "Carryover" funding. The carryover funding is not added to the cumulative reimbursement ceiling.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2015 is $1,265,774.13.

Therefore, the Itemized Service Budget for the services of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

Delete and Replace:
Terms and Conditions, section 4.5, delete and replace the original with the following:

"Equipment" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, buildings, structures, or facilities' improvements).

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Tommie C. Martin
TITLE **Contract Administration Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 12/7/2011	DATE 11/15/11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General
Date: 12/5/11

By: _____
Public Agency Legal Counsel
Bryan B. Chambers
Date: 11 15 11

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 17,711
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 110,334**	**$ 98,426**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 25%			$ 1,787	$ 1,787
	$595.83 per mo x 12 mo X 5 @ 50%			$ 17,875	$ 17,875
FICA	0.0765	X	$110,334	$ 8,441	$ 4,220
Workman's Comp	0.003	X	$110,334	$ 331	$ 166
Retirement	0.1075	X	$110,334	$ 11,861	$ 5,930
TOTAL ERE COST:				**$ 40,295**	**$ 29,978**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$300 per month x 12 months	$ 3,600	$ 3,600
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 4,200
TOTAL TRAVEL COSTS:		**$ 7,800**	**$ 7,800**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 12,046
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 240
TOTAL SPACE COSTS:		**$ 21,276**	**$ 12,286**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A			
		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 8,489
Postage	$250 per month x 12 months	$ 3,000	$ 1,200
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 9,689**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's	$ 3,000	$ 3,000
	$1500 for out of state training for 2 FTE's (inlcudes flight, hotel & registration)	$ 3,000	$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ $200 in local papers	$ 800	$ 800
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 14,340
TOTAL OPERATING SERVICE COSTS:		**$ 27,360**	**$ 21,140**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 224,465	$ 179,319

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 243,108	$ 243,108
2	LIHCON	*78*	$ 7,013	$ 7,013
3	LLVG		$ -	$ -
4	NHN	*70*	$ 865	$ 865
5	TANF	*49*	$ 19,293	$ 19,293
6	ESG	*17*	$ 6,659	$ 6,659
TOTAL VOUCHER COSTS:			**$ 276,938**	**$ 276,938**

12	TOTAL COSTS:	$ 501,403	$ 456,257

REVENUE SOURCES:		
DES Case Mgt.	$ 456,257	$ 456,257
Gila County	$ 45,146	
TOTAL REVENUE:	**$ 501,403**	**$ 456,257**
TOTAL REVENUE:	**$ 501,403**	**$ 456,257**

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Community Services Director	$81,994	50%+0=50%	50%	$ 40,997	$ 4,100
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 3,542
1	1	Divisional Program Manager	$55,245	50%+0=50%	50%	$ 27,623	$ 5,525
1	1	Divisional Special Projects	$27,908	50%+0=50%	50%	$ 13,954	$ 5,582
1	1	Divisional Assistant	$32,885	50%+0=50%	50%	$ 16,443	$ 6,577
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 23,816
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 182,404**	**$ 91,002**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 5%			$ 357	$ 357
	$595.83 per mo x 12 mo X 2 @ 10%			$ 1,430	$ 1,430
	$595.83 per mo x 12 mo X 2 @ 20%			$ 2,860	$ 2,860
	$595.83 per mo x 12 mo X 4 @ 50%			$ 14,300	$ 14,300
FICA	0.0765	X	$182,404	$ 13,954	$ 6,977
Workman's Comp	0.003	X	$182,404	$ 547	$ 274
Retirement	0.1075	X	$182,404	$ 19,608	$ 9,804
TOTAL ERE COST:				**$ 53,056**	**$ 36,002**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 6,000
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 4,200
TOTAL TRAVEL COSTS:		**$ 10,200**	**$ 10,200**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 8,154
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ 20,076**	**$ 8,154**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
Scanners	3 @ $300 based on IT quote	$ 900	$ 900
TOTAL EQUIPMENT COSTS:		**$ 900**	**$ 900**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		**$ -**	**$ -**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$500 for training sessions for 2 FTE's @ 100%	$ 1,000	$ 1,000
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,000 x 12 months	$ 12,000	$ 12,000
TOTAL OPERATING SERVICE COSTS:		**$ 13,000**	**$ 13,000**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 279,636**	**$ 159,258**

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $500 x 122 households	$ 61,000	$ 61,000
TOTAL VOUCHER COSTS:		**$ 61,000**	**$ 61,000**

12	**TOTAL COSTS:**	**$ 340,636**	**$ 220,258**

REVENUE SOURCES:		
DES CSV	$ 220,258	$ 220,258
Gila County	$ 120,378	
TOTAL REVENUE:	**$ 340,636**	**$ 220,258**
TOTAL REVENUE:	**$ 340,636**	**$ 220,258**

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Division of Health and Community Services 5515 S. Apache Ave., Suite 200 Globe, Arizona 85501	DE111073001
	3. AMENDMENT NUMBER Two (2)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Levels of Service section, the purpose of this amendment is to:

Add funding for the contract period beginning July 1, 2011 through June 30, 2012:

The reimbursement ceiling for the service for Case Management is increased from $480,974 to $907,703. This is an increase of $426,729.

The reimbursement ceiling for the service for Community Services is increased from $163,557 to $313,557. This is an increase of $150,000.

The cumulative reimbursement ceiling for the contract period July 1, 2011 to June 30, 2015 is: $1,242,635.13.

Therefore, the Itemized Service Budgets for the service of Case Management (Attachment A) and Community Services (Attachment B) are revised and attached.

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Gila County Division of Health and Community Services
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth G. Csaki, CPPB**	TYPED NAME Michael A. Pastor
TITLE **Contract Administration Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 6/28/2011	DATE 6-7-11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

Date: 6/28/11

By: _____
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney

Date: 6-7-2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 17,711
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 110,334**	**$ 98,426**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 25%			$ 1,787	$ 1,787
	$595.83 per mo x 12 mo X 5 @ 50%			$ 17,875	$ 17,875
FICA	0.0765	X	$110,334	$ 8,441	$ 4,220
Workman's Comp	0.003	X	$110,334	$ 331	$ 166
Retirement	0.1075	X	$110,334	$ 11,861	$ 5,930
TOTAL ERE COST:				**$ 40,295**	**$ 29,978**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$225 per month x 12 months	$ 2,700	$ 2,262
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 3,326
TOTAL TRAVEL COSTS:		**$ 6,900**	**$ 5,588**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 240
TOTAL SPACE COSTS:		**$ 21,276**	**$ 10,278**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 8,489
Postage	$250 per month x 12 months	$ 3,000	$ 1,200
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 9,689**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's	$ 3,000	$ 3,000
	$1500 for out of state training for 2 FTE's (inlcudes flight, hotel & registration)	$ 3,000	$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ $200 in local papers	$ 800	$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 10,280
TOTAL OPERATING SERVICE COSTS:		**$ 27,360**	**$ 16,440**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 223,565	$ 170,399

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 222,500	$ 222,500
2	LIHCON	*78*	$ 7,013	$ 7,013
3	LLVG		$ -	$ -
4	NHN	*70*	$ 865	$ 865
5	TANF	*49*	$ 19,293	$ 19,293
6	ESG	*17*	$ 6,659	$ 6,659
TOTAL VOUCHER COSTS:			**$ 256,330**	**$ 256,330**

12	**TOTAL COSTS:**	**$ 479,895**	**$ 426,729**

REVENUE SOURCES:		
DES Case Mgt.	$ 426,729	$ 426,729
Gila County	$ 53,166	
TOTAL REVENUE:	**$ 479,895**	**$ 426,729**
TOTAL REVENUE:	**$ 479,895**	**$ 426,729**

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-11 TO 6-30-12

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Community Services Director	$81,994	50%+0=50%	50%	$ 40,997	$ 4,100
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 3,542
1	1	Divisional Program Manager	$55,245	50%+0=50%	50%	$ 27,623	$ 5,525
1	1	Divisional Special Projects	$27,908	50%+0=50%	50%	$ 13,954	$ 5,582
1	1	Divisional Assistant	$32,885	50%+0=50%	50%	$ 16,443	$ 6,577
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 23,816
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 182,404**	**$ 91,002**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 5%			$ 357	$ 357
	$595.83 per mo x 12 mo X 2 @ 10%			$ 1,430	$ 1,430
	$595.83 per mo x 12 mo X 2 @ 20%			$ 2,860	$ 2,860
	$595.83 per mo x 12 mo X 4 @ 50%			$ 14,300	$ 14,300
FICA	0.0765	X	$182,404	$ 13,954	$ 6,977
Workman's Comp	0.003	X	$182,404	$ 547	$ 274
Retirement	0.1075	X	$182,404	$ 19,608	$ 9,804
TOTAL ERE COST:				**$ 53,056**	**$ 36,002**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 5,700
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 2,632
TOTAL TRAVEL COSTS:		**$ 10,200**	**$ 8,332**

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ -**	**$ -**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		**$ -**	**$ -**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$500 for training sessions for 2 FTE's @ 100%	$ 1,000	$ 1,000
Local Fax, 800 Line, Phone Line & Service	$1,000 x 12 months		
Maintenance, Leases Agreements & Memberships/Dues		$ 12,000	$ 3,600
TOTAL OPERATING SERVICE COSTS:		**$ 13,000**	**$ 4,600**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	$ 258,659	$ 139,936

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $500 x 19 households	$ 10,064	$ 10,064
TOTAL VOUCHER COSTS:	Average $564 x 1 household	**$ 10,064**	**$ 10,064**

12	**TOTAL COSTS:**	$ 268,723	$ 150,000

REVENUE SOURCES:		
DES CSV	$ 150,000	$ 150,000
Gila County	$ 118,723	
TOTAL REVENUE:	**$ 268,723**	**$ 150,000**
TOTAL REVENUE:	**$ 268,723**	**$ 150,000**

DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR *(Name and address)*	2. CONTRACT ID NUMBER
Gila County Division of Community Services 5515 South Apache Avenue, Suite 200 Globe, AZ 85501	DE111073-001
	3. AMENDMENT NUMBER One (1)

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Terms and Conditions, Amendments or Modifications section, the purpose of this amendment is to:

Add Funding:
The reimbursement ceiling for the service Case Management is increased from $445,831.00 to $480,974.00. This is an increase of $35,143.00

The reimbursement ceiling for the service Community Service is increase from $ 150,000.00 to $163,557.00. This is an increase of $13,557.00

Reduce Funding:
The reimbursement ceiling for the service of Community Service – ARRA is decreased from the estimated amount of $21,565.00 to the available amount of $ 21,375.13. This is a decrease of $189.87.

The cumulative reimbursement ceiling for the contract period July 1, 2010 through June 30, 2011 is: $665,906.13.

Therefore, the Itemized Service Budget for the service Case Management (Attachment A), Community Service (Attachment B), and Community Service – ARRA (Attachment C) is revised and attached.

Revise:
Scope of Work 9.6.1(2) to read "Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall **NOT** submit a Fourth Quarter Report, but shall include Fourth Quarter data within the Annual CSBG IS (See Exhibit F). (Contractor must utilize format specified by DES)."

5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

6. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	7. NAME OF CONTRACTOR **Gila County Division of Community Services**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth Csaki**	TYPED NAME Michael A. Pastor
TITLE **Procurement Manager**	TITLE Chairman, Gila County Board of Supervisors
DATE 6/6/2011	DATE 5/3/11

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara McBehan
Assistant Attorney General

Date: 6/2/11

By:
Public Agency Legal Counsel
Bryan B. Chambers
Chief Deputy County Attorney

Date: 5.3.2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	50%	$ 26,947	$ 26,947
1	1	Divisional Accountant	$35,422	50%+0=50%	50%	$ 17,711	$ 17,711
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,545
TOTAL PERSONNEL COST:						**$ 110,334**	**$ 98,425**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 25%			$ 1,787	$ 1,787
	$595.83 per mo x 12 mo X 5 @ 50%			$ 17,875	$ 17,875
FICA	0.0765	X	$110,334	$ 8,441	$ 4,220
Workman's Comp	0.003	X	$110,334	$ 331	$ 166
Retirement	0.0985	X	$110,334	$ 10,868	$ 5,434
TOTAL ERE COST:				**$ 39,302**	**$ 29,482**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$225 per month x 12 months	$ 2,700	$ 2,262
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 3,326
TOTAL TRAVEL COSTS:		**$ 6,900**	**$ 5,588**

5 SPACE

Item	Basis	Service Cost	DES Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 240
TOTAL SPACE COSTS:		**$ 21,276**	**$ 10,278**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 10,800
Postage	$250 per month x 12 months	$ 3,000	$ 1,200
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 12,000**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's	$ 3,000	$ 3,000
	$1500 for out of state training for 2 FTE's (inlcudes flight, hotel & registration)	$ 3,000	$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ $200 in local papers	$ 800	$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 9,763
TOTAL OPERATING SERVICE COSTS:		**$ 27,360**	**$ 15,923**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 222,572**	**$ 171,696**

11 VOUCHERS

Item			Service Cost	DES Cost
1	LIHEAP	*77*	$ 235,210	$ 235,210
2	LIHCON	*78*	$ 28,172	$ 28,172
3	LLVG		$ 8,259	$ 8,259
4	NHN	*70*	$ 865	$ 865
5	TANF	*49*	$ 30,113	$ 30,113
6	ESG	*17*	$ 6,659	$ 6,659
TOTAL VOUCHER COSTS:			**$ 309,278**	**$ 309,278**

12	TOTAL COSTS:	$ 531,850	$ 480,974

REVENUE SOURCES:		
DES Case Mgt.	$ 480,974	$ 480,974
Gila County	$ 50,876	
TOTAL REVENUE:	**$ 531,850**	**$ 480,974**
TOTAL REVENUE:	**$ 531,850**	**$ 480,974**

CMT-A Case Management ISB 10-11
Submitted 04/23/2010
Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total		Total Service Cost	DES Cost
1	1	Community Services Director	$81,994	50%+0=50%	50%	$ 40,997	$ 4,100
1	1	Community Services Deputy Director	$67,309	50%+0=50%	50%	$ 33,655	$ 3,365
1	1	Divisional Program Manager	$55,245	50%+0=50%	50%	$ 27,623	$ 5,524
1	1	Divisional Special Projects	$27,908	50%+0=50%	50%	$ 13,954	$ 5,582
1	1	Divisional Assistant	$32,885	50%+0=50%	50%	$ 16,443	$ 6,577
1	1	Program Manager	$47,632	25%+25=50%	50%	$ 23,816	$ 23,816
1	1	Case Manager	$30,534	0%+50%=50%	50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:						**$ 198,348**	**$ 90,824**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	DES Cost
Health Insurance	$595.83 per mo x 12 mo X 2 @ 5%			$ 715	$ 715
	$595.83 per mo x 12 mo X 1 @ 10%			$ 715	$ 715
	$595.83 per mo x 12 mo X 2 @ 20%			$ 2,860	$ 2,860
	$595.83 per mo x 12 mo X 4 @ 50%			$ 14,300	$ 14,300
FICA	0.0765	X	$198,348	$ 15,174	$ 7,587
Workman's Comp	0.003	X	$198,348	$ 595	$ 298
Retirement	0.0985	X	$198,348	$ 19,537	$ 9,769
TOTAL ERE COST:				**$ 53,896**	**$ 36,244**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	DES Cost
Gas/Vehicles/Maint	$500 per month x 12 months	$ 6,000	$ 5,700
Per Diem	$42 per day for 20 days for 5 FTE's	$ 4,200	$ 2,632
TOTAL TRAVEL COSTS:		**$ 10,200**	**$ 8,332**

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ -**	**$ -**

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		**$ -**	**$ -**

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
Staff Training & Registration	$500 for training sessions for 2 FTE's @ 100%	$ 1,000	$ 1,000
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,000 x 12 months	$ 12,000	$ 3,600
TOTAL OPERATING SERVICE COSTS:		**$ 13,000**	**$ 4,600**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 275,444**	**$ 140,000**

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $500 x 46 households	$ 23,557	$ 23,557
TOTAL VOUCHER COSTS:	Average $557 x 1 household	**$ 23,557**	**$ 23,557**

12	**TOTAL COSTS:**	**$ 299,001**	**$ 163,557**

REVENUE SOURCES:		
DES CSV	$ 163,557	$ 163,557
Gila County	$ 135,444	
TOTAL REVENUE:	**$ 299,001**	**$ 163,557**
TOTAL REVENUE:	**$ 299,001**	**$ 163,557**

CSV-B ISB 10-11
Submitted 04/23/10
Revised 3/17/2011

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 9-30-10
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	DES Cost
N/A					$ -	$ -
TOTAL PERSONNEL COST:					$ -	$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL ERE COST:		$ -	$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		$ -	$ -

4 TRAVEL

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL TRAVEL COSTS:		$ -	$ -

5 SPACE

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		$ -	$ -

6 EQUIPMENT

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		$ -	$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	DES Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	Approx $52.50 x 150 individuals for both activites	$ 7,875.13	$ 7,875.13
TOTAL MAT & SUPP COSTS:		$ 7,875.13	$ 7,875.13

8 OPERATING SERVICES

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL OPERATING SERVICE COSTS:		**$ -**	**$ -**

9 INDIRECT COSTS

Item	Basis	Service Cost	DES Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 7,875.13	$ 7,875.13

11 VOUCHERS

Item		Service Cost	DES Cost
Vouchers - Direct Client Services	Average $500 x 27 households	$ 13,500	$ 13,500
TOTAL VOUCHER COSTS:		**$ 13,500**	**$ 13,500**

12	TOTAL COSTS:	$ 21,375.13	$ 21,375.13

REVENUE SOURCES:

CPIP CSV	$ 21,375.13	$ 21,375.13
TOTAL REVENUE:	**$ 21,375.13**	**$ 21,375.13**

TOTAL REVENUE:	**$ 21,375.13**	**$ 21,375.13**

CSV-C ISB 10-11
Submitted 07/08/10
Revised 12/07/10

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Gila County Division of Health & Community Services("Contractor").

WHEREAS the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under ~~Insert Contractor Authority Here~~ A.R.S §11-201 et. seq. and A.R.S §11-251 et. seq. and,

WHEREAS the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the Department and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Procurement Officer Signature

Printed Name Elizabeth G. Csaki, CPPB

Title Professional Services Procurement Manager

Date 8/18/2010

DE111073-001
ADES Contract Number

FOR AND ON BEHALF OF THE GILA COUNTY DIVISION OF HEALTH & COMMUNITY SERVICES

Signature

Michael A. Pastor
Printed Name

Chairman, Board of Supervisors
Title

7/6/10
Date

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: *Assistant Attorney General*

Date: 8/16/10

By: *Public Agency Legal Counsel*
Bryan Chambers, Chief Deputy Gila Co. Attorney

Date: 6-23-2010

TERMS AND CONDITIONS

1.0 Parties

1.1 This Intergovernmental Agreement (IGA) is between the Arizona Department of Economic Security (ADES), and the Gila County Division of Health & Community Services .

2.0 Term of Agreement and Option to Extend

2.1 **Term** - See section 5.0 Contract Term in the Scope of Work.

2.1.1 The parties agree that if similar services were provided by the Contractor prior to the date of last signature, but no earlier than July 1, 2010, those services may be compensated under this agreement.

2.1.2 The parties agree that if similar services were provided by the Contractor after the end date of the contract, those services shall not be compensated under this agreement.

2.2. **Extension**

2.2.1 This agreement may be extended through a written amendment by mutual agreement of the parties.

3.0 Purpose of Agreement

3.1 The purpose of this agreement is to contract for services which address the causes of poverty in local areas and to provide emergency services which alleviate crisis situations.

4.0 Definitions

4.1 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

4.2 *"Contractor"* means any person who has a Contract with the State.

4.3 *"Days"* means calendar days unless otherwise specified.

4.4 *"Department"* means the Arizona Department of Economic Security or ADES, unless otherwise indicated.

4.5 *"Equipment"* means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $10,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

4.6 *"Exhibit"* means any item labeled as an Exhibit.

4.7 *"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.

4.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

4.9 *"May"* indicates something that is not mandatory but permissible.

4.10 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

4.11 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

4.12 Shall, Must" indicates a mandatory requirement.

4.13 "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.

4.14 *"Subcontract"* means any Contract, expressed or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

4.15 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

4.16 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

4.17 "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

5.0 Manner of Financing

5.1 See section 4.0 Funding in the Scope of Work.

6.0 Service Descriptions

6.1 See Scope of Work for descriptions of each service.

7.0 Responsibilities

7.1 The ADES and the Contractor agree to comply with the Scope of Work, Administrative Methodology and Service Methodologies.

7.2 Services will be provided at the locations identified on the Facility Location Chart.

8.0 Advertising, Publishing and Promotion of Contract.

8.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement: "This program was funded through a contract with the Arizona Department of Economic Security points of view are those of the author and do not necessarily represent the official position or policies of the Department."

9.0 Amendments or Modifications

9.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

9.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

9.2.1 Change of telephone number;

9.2.2 Change in authorized signatory; and/or

9.2.3 Change in the name and/or address of the person to whom notices are to be sent.

9.3 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 within the scope of the Contract. 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 a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

10.0 Applicable Law

10.1 This Agreement shall be governed and interpreted by the laws of the State of Arizona.

10.2 The materials and services supplied under this Agreement shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

10.3 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

10.4 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

10.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

10.6 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

10.7 The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

10.8 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.

10.9 The Contractor shall comply with P. L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

10.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.

11.0 Arbitration

11.1 In accordance with A.R.S. § 12-1518 as may be amended, 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.

12.0 Assignment and Delegation.

12.1 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.

13.0 Audit

13.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State, and where applicable the Federal Government, at reasonable times, and to the extent that the books and records relate to the performance of the Contracts or subcontract. Upon request, Contractor shall produce the original of any or all such records.

13.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling $500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

13.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)

13.2.2 Summary schedule of prior audit findings

13.2.3 Auditor's Reports (detailed in the A-133)

13.2.4 Corrective Action Plan.

13.3 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.

13.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

13.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the contract, and post-award audits.

13.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

14.0 Availability of Funds for the Current State Fiscal Year

14.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:

14.1.1 Reduce payments or units authorized;

14.1.2 Accept a decrease in price offered by the Contractor;

14.1.3 Cancel the Agreement; or

14.1.4 Cancel the Agreement and re-solicit the requirements.

14.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.

15.0 Availability of Funds for the Next State Fiscal Year

15.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available.

15.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

16.0 Background Checks for Employment through the Central Registry

16.1 If providing direct services to children or vulnerable adults, the following shall apply:

16.1.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

16.1.2 Background checks through the Central Registry shall be conducted for each Contract employee including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to ADES clients until the results of the Central Registry background check are complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to ADES clients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to ADES clients. These requirements shall apply throughout the full term of the contract.

16.1.3 The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the Contract.

17.0 Certification of Cost or Pricing Data

17.1 The Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.

18.0 Certification Regarding Lobbying

18.1 The Contractor agrees to comply with 49 CFR part 20.

19.0 Confidentiality

19.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

20.0 Code of Conduct

20.1 The Contractor shall avoid any action that might create or result in the appearance of:

20.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

20.1.2 Acting on behalf of the State without appropriate authorization;

20.1.3 Provided favorable or unfavorable treatment to anyone;

20.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;

20.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,

20.2.6 Loss of impartiality when advising the State.

21.0 Competitive Bidding

21.1 The Contractor is authorized to purchase the supplies and equipment itemized in the contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest

practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of $1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

22.0 Conflict of Interest

22.1 In accordance with A.R.S. §38-511 as may be amended, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

23.0 Cooperation

23.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

24.0 Data Sharing Agreement

24.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

25.0 Disposition of Property

25.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

25.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.

25.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.

25.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.

26.0 Eligibility for State or Local Public Benefits; Documentation and Violations

26.1 Contractors providing services as an agent of the State, shall ensure compliance with A.R.S. §1-502 as may be amended. 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 as may be amended in the delivery of services under this contract.

27.0 Evaluation

27.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with

other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract.

27.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

28.0 E-Verify

28.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with AAC Section A.R.S. § 23-214, Subsection A.

29.0 Fair Hearings and Service Recipients' Grievances

29.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

29.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

30.0 Federal Immigration and Nationality Act

30.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-0) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

30.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

31.0 Fees and Program Income

31.1 Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

32.0 Fingerprinting

32.1 The provisions of A.R.S. § 46-141 (as may be amended) are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

32.1.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall submit a full set of fingerprints to the Department for the purpose of obtaining a state and federal criminal records check pursuant to section 41-1750 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment.

32.1.2 The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The Department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

32.1.3 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

32.1.4 Personnel who are employed by any Contractor whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. § 46-141 (as may be amended).

32.1.5 Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse.

32.1.6 Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-141 (H) (as may be amended).

33.0 **Force Majeure**

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

33.2 Force Majeure shall not include the following occurrences:

33.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

33.2.2 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

33.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

33.3 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

33.4 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.

34.0 Inclusive Contractor

34.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

35.0 Indemnification

35.1 Indemnification for Contractor:

35.1.1 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.

35.2 Indemnification for Subcontractor

35.2.1 In addition, Gila County Division of Health & Community Services 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 Gila County Division of Health & Community Services'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.

36.0 Insurance Requirements

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• 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 coverage for sexual abuse and molestation**.

   b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

   c. 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.

   This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

2. **Business Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

   a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and the Arizona Department of***

Economic Security 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.

c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

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

• Workers' Compensation	Statutory
• Employers' Liability	
• Each Accident	$ 500,000
• Disease – Each Employee	$ 500,000
• Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of 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 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. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, 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 Contract.

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. 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, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to

the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise** 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.

If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

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 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 State of Arizona 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 **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work General Reporting Requirements specifies otherwise**. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance**. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **Subcontractors:** Contractors' 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 Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **Exceptions:** In the event the Contractor or sub-contractor(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 sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 36.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 36.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 36.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 36.0 above.

37.0 IT 508 Compliance

37.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

38.0 Levels of Service

38.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.

38.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.

38.3 Any administration within the Department may obtain services under this contract.

38.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

38.5 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

39.0 Monitoring

39.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

40.0 Non-Availability of Funds

40.1 In accordance with ARS § 35-154 as may be amended, 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 his 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.

41.0 Non-Discrimination

41.1 In accordance with ARS § 41-1461 and Executive Order 2009-09, the Contractor shall provide equal employment opportunities for all persons, regardless of race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The Contractor shall comply with the Americans with Disabilities Act.

41.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

41.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.

41.4 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor

shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

41.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:
"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here*) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: (*insert Contractor contact person and phone number here*)" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

42.0 <u>No Parole Evidence</u>

42.1 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 and no other understanding either oral or in writing shall be binding.

43.0 <u>No Waiver</u>.

43.1 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.

44.0 <u>Notices</u>

44.1 All notices to the Contractor regarding this agreement shall be sent to the address indicated in Attachment 4.

44.2 All notices to the ADES regarding this agreement shall be sent to the address indicated in section 7.0 General Reporting Requirements in the Scope of Work.

44.3 All notices shall reference the contract number.

44.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:

44.4.1 Change of telephone number;

44.4.2 Changes in the name and/or address of the person to whom notices are to be sent;

44.4.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or

44.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

45.0 <u>Offshore Performance Of Work Prohibited</u>

45.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

46.0 Order of Precedence

46.1 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:

1. Terms and Conditions;
2. Scope of Work;
3. Attachments;
4. Exhibits.

47.0 Ownership of Intellectual Property

47.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

48.0 Pandemic Contractual Performance

48.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

48.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

48.1.2 Alternative methods to ensure there are services or products in the supply chain.

48.1.3 An up to date list of company contacts and organizational chart.

48.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

48.2.1 After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.

48.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

48.2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

49.0 Payments

49.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 44.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

49.2 The Contractor shall report to the Department in the manner prescribed in section 7.0 General Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this contract.

49.3 If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.

49.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the contract/service reimbursement ceilings indicated in Itemized Service Budget, as may be amended.

49.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the contract without timely extension or renewal of the contract.

49.6 The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.

49.7 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 invoice for payment from the State within thirty (30) days.

49.8 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 such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

49.9 Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the 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.

49.10 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

50.0 Payment Recoupment

50.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

50.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;

50.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;

50.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;

50.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

50.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this contract;

50.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

50.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;

50.1.8 Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;

50.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.

50.1.10 Any payments made for services rendered after the contract termination date.

51.0 Personnel

51.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this contract.

52.0 Predecessor and Successor Contracts

52.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

53.0 Professional Standards

53.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the contract.

54.0 Property of the State

54.1 Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials

and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

55.0 Records

55.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "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 at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

55.2 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:

55.2.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

55.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;

55.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;

55.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;

55.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;

55.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,

55.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.

55.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

55.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as may be provided in section 57.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

55.4.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.

55.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

56.0 Relationship of Parties

56.1 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.

56.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.

56.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

57.0 Reporting Requirements

57.1 See section 7.0 General Reporting Requirements in the Scope of Work.

57.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the contract, unless otherwise provided in this contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.

57.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

58.0 Responsibility for Payments Indemnification

58.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

59.0 Right of Offset

59.1 The Department shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

60.0 Scrutinized Business

60.1 In accordance with ARS § 35-391.06 and ARS § 35-393.06 as may be amended, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

61.0 Severability

61.1 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.

62.0 State's Contractual Remedies

62.1 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 under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

62.2 Stop Work Order. 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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.

62.2.1 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.

62.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

62.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

63.0 Subcontracts

63.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities.

63.2 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

64.0 Substantial Interest Disclosure

64.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

64.2 Leases or rental agreements or purchase of real property which would be covered by Section 63.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

64.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

65.0 Supporting Documents and Information

65.1 In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

66.0 Suspension or Debarment

66.1 The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

66.2 See Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions.

67.0 Technical Assistance

67.1 The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

68.0 **Termination**

68.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

68.2 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511 as may be amended, 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 as may be amended.

68.3 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 or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

68.4 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

68.5 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests 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 under this paragraph, all documents, data and reports prepared by the Contractor under the Contract 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 the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

68.6 Termination for Default.

68.6.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any 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. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

68.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

68.6.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

68.6.4 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

68.7 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

68.8 Termination for Any Reason. In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

68.9 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.

68.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.

69.0 Third- Party Antitrust Violations

69.1 The Contractor assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

70.0. Transfer of Knowledge

70.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

71.0 Transition of Activities

71.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

72.0 Unallowable Costs

72.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and

incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

72.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:

72.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.

72.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

72.2.3 OMB Circular A-21 for educational institutions.

72.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

73.0 Visitation, Inspection and Copying

73.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

74.0 Warranty of Services

74.1 The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

75.0 Contract Documents

75.1 The following constitute an integral part of the contract:

75.1.1 Terms and Conditions

75.1.2 Scope of Work

75.1.3 Administrative Methodology

75.1.4 Service Methodologies

75.1.5 Attachments

75.1.6 Exhibits

Scope of Work
Community Action Program Services

1.0 **DES Vision and Mission Statement**

1.1 DES Vision - Every child, adult, and family in the state of Arizona will be safe and economically secure.

1.2 DES Mission - The Arizona Department of Economic Security promotes the safety, well-being, and self sufficiency of children, adults, and families

2.0 **Community Action Program Services** - The broad-ranging goals of these programs and services are intended to pursue the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient.

Allowable activities are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.

Various objectives may include providing case management services to individuals and families in securing services from other agencies, or moving a family from crisis situations onto various stages of self-sufficiency.

2.1 **Definitions** – See Exhibit A, as may be amended.

2.2 **Community Services** - (Provided in every county in Arizona) The primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty; the organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient; the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown; the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities; and the broadening of the resource base of programs directed to the elimination of poverty.

2.3 **Case Management** - (Provided in every county in Arizona) The service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

2.4 **General Transportation** - (Provided in Coconino, Navajo and Yavapai Counties only) The service provides or assists in obtaining various types of transportation for specific needs.

This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. It may be provided by Contractor-operated vehicles or through vouchers for public transit.

3.0 **Authority** - Pursuant to A.R.S. Section §41-1954 (A)(6) and (8), the Arizona Department of Economic Security has the authority to enter into contracts and to make funding available to provide an array of services for the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families to become fully self-sufficient.

4.0 **Funding** – Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), Emergency Shelter Grant (ESG), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements. Funding information is summarized below.

Scope of Work
Community Action Program Services

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Community Services Block Grant (CSBG) – Federal	Activities that are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.	Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of $150,000 will receive an allocation of at least $150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available CSBG funds.
Temporary Assistance to Needy Families (TANF) – Federal	Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance	Funds are distributed to designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Five percent of the overall funds is distributed only to rural counties. *Any Contractor whose allocation does not reach a minimum of $150,000 will receive an allocation of at least $150,000. **The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent (2%) of the overall available TANF funds.
Social Services Block Grant – Locally Planned (SSBG-LP) Federal	Contractor operations, case management, general transportation, and supportive services, for individuals and families.	Funding amounts are determined through the local planning process of Councils of Governments (COG's) - for General Transportation in the counties of Coconino, Yavapai, and Navajo counties.
Emergency Shelter Grant (ESG) Federal	Services to prevent evictions and homelessness.	Funds are distributed only to rural designated CAAs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served.

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five Percent of the overall funds are distributed only to rural counties.
Neighbors Helping Neighbors (NHN) Local	Utility Assistance	Funds are distributed to designated CAAs and CBOs according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served (2) Number of persons unemployed in the geographic area served (3) Five percent (5%) of the overall funds is distributed only to rural counties.

5.0 **Contract Term**
5.1 The contract term shall have an effective date of July 1, 2010 and shall end on June 30, 2015.

6.0 **Administrative Requirements – The Contractor shall:**
6.1 Comply with DES/DAAS Policy and Procedure Manuals as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:

6.1.1 COATES Human Services Reauthorization Act of 1998
6.1.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996
6.1.3 Stewart B. McKinney Homeless Assistance Act
6.1.4 ARS §46-241 Short Term Crisis Services
6.1.5 ARS §46-701 Utility Assistance
6.1.6 ARS §46-741 Neighbors Helping Neighbors
6.1.7 ARS §140.01 Identity, Citizenship (Prop 200)
6.1.8 Ensure that Publications contain the following statement:

"This project was funded by the Arizona Department of Economic Security, Division of Aging & Adult Services, Community Action Program. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

Requests for exception shall be directed to the DES/DAAS Contract Specialist.

6.2 Staffing and Security
6.2.1 Ensure that all staff members (and volunteers) shall have no conflict of interest in providing services.
6.2.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.
6.2.3 Ensure that client/recipient confidential information is maintained in a secure location.

6.3 Equipment
6.3.1 Communicate with DES/DAAS electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from the DES/DAAS, U.S. Department of Health and Human Services (DHHS) Office of Community Services, and other web sites (unless the geographic area does not have Internet capability).

6.3.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for DES/DAAS reports, and to ensure that there is no disruption or degradation of services provided.
6.3.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.

6.4 Service Provision
6.4.1 Provide services directly, as allowed, or through subcontractors.
6.4.2 Collect and report required client data.
6.4.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
6.4.4 Maintain documentation that appropriate case management staff has received training on the requirements of Proposition 200. (This does not apply to Tribal Contractors).
6.4.5 Provide services that are appropriate to the language, culture and geographic location of the target group.
6.4.6 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.
6.4.7 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart (See Attachment A).

6.5 Networking
6.5.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
6.5.2 Form local partnerships with community agencies.
6.5.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.
6.5.4 Collaborate to hold and participate in education, training, and information seminars, workshops, and conferences.
6.5.5 Participate in conference calls and attend meetings initiated by DES/DAAS to receive training or obtain information.

6.6 Subcontract Related Service Provisions
6.6.1 Document all costs associated with provision of contract services.
6.6.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
6.6.3 Ensure that subcontractors are in compliance with applicable administrative directives and forms.
6.6.4 Ensure that subcontractors comply with Administrative Requirements as well as requirements specified in service scopes of work.
6.6.5 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
6.6.6 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor subcontractor, or DES/DAAS.
6.6.7 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
6.6.8 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements, or address other identified topic areas.
6.6.9 Utilize client grievance procedures; which respond timely and effectively to customer complaints.
6.6.10 Develop linkages between the coordinated service delivery system and other community resources.
6.6.11 Identify service gaps among client populations, and develop and implement services or resources to meet identified needs.
6.6.12 Address client barriers to service.
6.6.13 Train appropriate personnel in the use and preparation of the DES EN-005 Application for Services form(s) as may be amended (See Exhibit B).

6.7 Monitoring and Evaluation
6.7.1 Utilize instruments for monitoring/evaluating subcontractors.

6.7.2 Conduct at a minimum, on-site contract compliance monitoring of subcontractors at least every two years, to include but not limited to facilities, administrative and financial operations, and programmatic service delivery.
6.7.3 Establish and implement a process for service/performance improvement.
6.7.4 Participate in DES/DAAS evaluation studies, when required.

7.0 **General Reporting Requirements – The Contractor shall:**
7.1 Submit the following items and all notices to:

Arizona Department of Economic Security
DAAS Contracts Management Unit
P. O. Box 6123-Site Code 086Z
Phoenix, AZ 85005-6123

7.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures. (Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered/approved by, the Community Action Program Manager.)
7.1.2 Updated Cost Allocation Plan by October 1, 2010 if not provided prior to contract start date.
7.1.3 A correctly completed "Contractor's Equipment List", Form FES-1000AFORMA as may be amended, for all proposed equipment purchases costing $1000 or more to be purchased in whole or in part with DES/DAAS funds. (See Exhibit C)
7.1.4 Contractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
7.1.5 Subcontractor's insurance certifications identified in the DES Special Terms and Conditions, Insurance Requirements section.
7.1.6 By June 30th annually, a 12-month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the 12-month period beginning July 1st (of the same year), and for each: the type (desk or on-site) of monitoring, scope (administrative, fiscal, and/or programmatic) of monitoring, the specific service(s) to be monitored, and the target monitoring start and completion dates.
7.1.7 Programmatic reports as specified under each service (i.e., Community Services, Case Management, and General Transportation).

8.0 **Items Provided by the Department – The Department shall provide:**
8.1 Funding allocation information, as needed.

8.2 A Contractor's Invoice and Statement of Expenditures form.

9.0 Community Services

9.1 Service Description

9.1.1 Services that provide a range of activities that have a measurable and major impact on the causes of poverty.

9.2 Service Information

9.2.1 The purposes of the CSBG are to provide assistance to local communities through a network of CAAs that pursue six national goals outlined in federal law:

1. Low-income people become more self-sufficient
2. The conditions in which low-income people live are improved
3. Low-income people own a stake in their community
4. Partnerships among supporters and providers of services to low-income people are achieved
5. Agencies increase their capacity to achieve results
6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments

9.2.2 These goals will be accomplished through activities that:

1. Strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty, in a manner responsive to local needs and conditions;
2. Organize a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient;
3. Coordinate the greater use of innovative and effective community-base approaches to attacking the causes of poverty and of community breakdown;
4. Ensure the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities;
5. Broaden the resource base of programs directed to the elimination of poverty.

9.3 Board Requirements – The Contractor shall:

9.3.1 Private, non-profit CAAs:

1. Select a Tripartite Governing Board that administers the services.
2. Ensure that the Tripartite Governing Board is comprised as follows:
   1. 1/3 are elected public officials, holding public office on the date of selection.
   2. 1/3 members are persons chosen in accordance with democratic selection procedures adequate to ensure that these members are representative of low-income individuals and families in the neighborhood served and each representative of low-income individuals and families selected to represent a specific neighborhood within a community, resides in the neighborhood represented by the member.
   3. The remaining members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.
3. Establish and follow written procedures identified in CSBG legislation to ensure the Tripartite Governing Board membership that conforms with Tripartite Board requirements, including a description of the democratic selection process used in the appointment of members.
4. Establish and follow written procedures including board by-laws, to ensure the Tripartite Governing Board fully participates in the development, planning, implementation, and evaluation of the program and services to serve low-income communities, including but not limited to:
   1. Active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan.
   2. Active participation in ensuring the completion of a Community Needs Assessment for the area served, and in reviewing the results of the Assessment to ensure responsiveness to any identified gaps in services.
   3. Active participation in the identification and evaluation of ROMA Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.

5. Establish and follow written procedures that describe how a low-income individual, community organization, religious organization, a representative of low-income individuals that considers its organization and low-income individuals to be inadequately represented on the board, petition for adequate representation on the Board.
6. Conduct a minimum of 4 quarterly Tripartite Governing Board meetings per year that conform to Arizona open meeting laws.
7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
8. Ensure Tripartite Governing Board members receive appropriate training, including, but not limited to board member governance and advisory responsibilities, the purposes of the CSBG and other programs administered by the Contractor, and the requirement of the Board to participate in the ROMA System.

9.3.2 Public CAAs Advisory Board:

1. Select members to serve on a Board in which 1/3 of the board members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families.

9.4 **Community Action Plan Requirements – The Contractor shall:**

9.4.1 Develop, and implement when approved by DES/DAAS, a Community Action Plan that includes:

1. A description of a needs assessment for the community served, that may be coordinated with community-needs assessments conducted for other programs.
2. Contractors objectives that are aligned with the six national goals.
3. A description of the Contractor that includes its primary functions, responsibilities, organizational structure, and its association as part of a larger entity if appropriate.
4. A description of the service delivery system for services provided or coordinated with CSBG funds.
5. A narrative that demonstrates how the results of the Community Needs Assessment were used and incorporated into the Community Action Plan.
6. A description of how linkages will be developed to fills gaps in services through the provision of information, referrals, case management, and follow-up consultations.
7. A description of how CSBG funds will be coordinated with other public or private resources.
8. A description of how the Contractor will use CSBG funds to support innovative community and neighborhood based initiatives.
9. A description of how the Contractor will provide, on an emergency basis, for the provisions of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.
10. A description of how the Contractor will, to the maximum extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community- based organizations.
11. A description of the ROMA performance outcomes and any related indicators that will be used to measure the Contractor's performance in achieving the six CSBG national goals.

9.5 **Results Oriented Management & Accountability (ROMA) Requirements – The Contractor shall:**

9.5.1 Participate in the Results Oriented Management and Accountability System for measuring performance and results of programs and services.

9.6 **Program Reporting Requirements – The Contractor shall:**

9.6.1 Submit the following items as may be amended, by the dates indicated, as may be amended, by the DES Community Action Program Manager through written notification to the Contractor:

1. Annual Community Action Plan with a description of the Needs Assessment conducted for the community **served**, by June 30th of each calendar year (Contractor must utilize format specified by DES/DAAS) (See Exhibit D).
2. Quarterly ROMA Outcomes Report (See Exhibit E) by October 25th, January 25th, April 25th of each calendar year. The Contractor shall submit a Fourth Quarter Report, but shall include Fourth Quarter data with the Annual CSBG IS Report (See Exhibit F). (Contractor must utilize format specified by DES.

3. CSBG Information System (IS) Report by October 1st of each calendar year (See Exhibit F).
4. Schedule of planned Board meetings for the next 12 months, by June 30th of each calendar year.
5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form(All CAAs), as appropriate (See Exhibit G).
6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of the meeting date.
7. Current Organizational Chart by June 30th each calendar year, beginning 2011.
8. Current Agency Operations Spreadsheet by June 30th of each calendar year, beginning 2011.

9.7 Items Provided by the Department – The Department shall provide:

9.7.1 Formats for Annual Community Action Plan, Quarterly ROMA Outcomes Reports, and CSBG Final Reports.

9.7.2 Training on Community Action Plan preparation, Quarterly ROMA Outcomes Report preparation, and CSBG Final Reports.

10.0 Case Management

10.1 Service Description

10.1.1 A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include: assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contact or missed appointments.

10.1.2 This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

10.2 Service Information

10.2.1 The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving the household closer to self-sufficiency.

10.2.2 <u>All CAAs shall provide the following</u>:

1. Case Management
2. Short Term Crisis Services (STCS) provide temporary assistance to persons at or below 125 percent (125%) of poverty, or 150 percent (150%) if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.

The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:

1. temporary shelter at hotels/motels for homeless persons,
2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention,
3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services, and
4. special needs to secure or maintain employment.

10.2.3 <u>All CAAs and designated LIHEAP agencies shall provide the following</u>:

1. Utility Assistance Services that assist low income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN) funds. Households must be at or below 200 percent (200%) of poverty to receive benefits. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
   1. Utility payments or deposits for heating and cooling
   2. Temporary emergency shelter (if needed due to energy related crisis)
   3. Payment of water bills related to cooling (May 1 through October 1)
   4. Rental assistance where utility payment is included in the rent

10.2.4 Tribal entities shall provide utility assistance funded with Low Income Home Energy Assistance Program (LIHEAP). Benefits include:

1. Utility payments or deposits for heating and cooling
2. Payment of water bills related to cooling (May 1 through October 1)
3. Rental assistance where utility payment is included in the rent

10.3 **Case Management Requirements (CAAs and designated LIHEAP agencies) – The Contractor shall:**

10.3.1 Develop and implement client oriented intake procedures which are responsive to households in crisis situations.

10.3.2 Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.

10.3.3 Develop in collaboration with the client, a case management plan that includes the following:

1. An assessment of the client's resources and needs.
2. Specific objectives that relate to the goal of alleviating any immediate crisis situation.
3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral.

10.3.4 Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:

1. Resolve any immediate crisis in a timely manner.
2. Assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs.
3. Arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.

10.3.5 Complete a closing summary that includes at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.

10.3.6 Participate in the development and implementation of a standardized "Client Self-sufficiency Matrix" to be used by all CAAs no later than December 31, 2010.

10.3.7 Not later than January 1, 2011, complete a self-sufficiency matrix for a minimum of 25 percent (25%) of all case managed households.

10.3.8 Utilize report formats specified by DES/DAAS. All Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revised Case Management and Contract Payment Verification Reports shall be submitted with Supplemental Invoices.

10.4 **Short Term Crisis Services Requirements (CAAs only) – The Contractor shall:**

10.4.1 Follow all eligibility and procedural policies set forth in the DES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.

10.4.2 Use the DES EN-005 Application for Services form(s) as may be amended, in determining program eligibility (See Exhibit B).

10.5 **Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) – The Contractor shall:**

10.5.1 Follow all eligibility and procedural policies set forth in the DES/DAAS LIHEAP Policy Manual and related Policy Clarifications or Revisions and as amended from time to time.

10.5.2 Utilize the DES EN-005 Application for Services form(s) in determining program eligibility (See Exhibit B).

10.5.3 The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.

10.5.4 Utilize an in-house system to make payments to utility companies.

10.6 **Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) – The Contractor shall:**

10.6.1 Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.

10.6.2 Participate in a statewide "ROMA Advisory Committee" to identify standardized performance indicators for the statewide community action network.

10.7 **Program Reporting Requirements – The Contractor shall:**

10.7.1 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the DES Community Action Program Manager through written notification to the Contractor:

Scope of Work

Community Action Program Services

1. Monthly Case Management Report (All CAAs and designated LIHEAP agencies) (See Exhibit H1 for July, August, September 2010 and Exhibit H2 for October 2010 forward).
2. Tribal LIHEAP Monthly Report (Tribal entity only) (See Exhibit I).
3. Emergency Shelter Grant Annual Report (rural CAAs only) (See Exhibit J) by August 31st of each calendar year.
4. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (See Exhibit K) by August 31st of each calendar year.
5. ESG Prevention, Operations, and Essential Services Quarterly Report (rural CAAs only) (See Exhibit L)
6. Quarterly ROMA Outcomes Report (All CAAs) (See Exhibit E).
7. Monthly CSBG - American Recovery and Reinvestment Act (ARRA) Report, as appropriate (See Exhibit M).
8. Monthly CSBG-ARRA Jobs Created or Retained Report, as appropriate (See Exhibit N).
9. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (See Exhibit O)
10. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (See Exhibit P)
11. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit G).
12. Monthly Emergency Shelter Grant/Prevention Contract Payment Verification Form (rural CAAs only) (See Exhibit Q)
13. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit R).
14. Monthly CSBG-ARRA Contract Payment Verification Form (All CAAs), as appropriate (See Exhibit S).

10.8 **Items Provided by the Department – The Department shall provide:**

10.8.1 The following report formats as may be amended by the DES Community Action Program Manager through written notification to the Contractor: Case Management Monthly Report, ESG Prevention Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.

10.8.2 Training on completing the Case Management Monthly Report, ESG Prevention Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, Low Income Home Energy Assistance Program.

10.8.3 Short Term Crisis Services Policy Manual.

10.8.4 Low Income Home Energy Assistance Program Policy Manual.

ADMINISTRATIVE METHODOLOGY:

2.0

2.2.1 Organization Structure: The Gila County Community Action/Housing Services is one department within the Gila County Division of Health and Community Services which provides services to a vast culturally diverse population with equally diverse needs. The entire division provides services to the population within our service area with the same level of commitment to excellence and equality. The Division is under the Gila County umbrella and the Community Action/Housing Services Program is under the Office of Community Services. Key staff of Community Action/Housing Services are: A Community Action/Housing Services Manager, a Case Manager serving Northern Gila County in the Payson area, a Case Manager serving Southern Gila County in the Globe area, a volunteer Case Manager in Hayden area, a CAP office Clerk in the Globe office, Housing Services assistant, Housing Rehabilitation Specialist, Davis-Bacon Specialist, Section Eight Housing Coordinator. Within the Office of Community Services there are Four departments: Community Services/Housing Services Department which provides housing rehabilitation, weatherization services and emergency housing repairs, section eight housing choice voucher program, utility assistance, telephone assistance, eviction prevention, homeless services, and supportive and Community Outreach Services. Gila Employment & Special Training which provides services to the disabled population, Re-Employment and Pre-LayOff Assistance Center which provides services to dislocated workers. We are also designated as a WIA one-stop center, also Des Job Service and Unemployment are located in our building. In the Office of Community Services there are currently 42 staff total.

2.2.2 Confidential Information: All client information is secured in locked file cabinets which are located in a Case Managers office, which remains locked during off office hours. Case files that have been closed are secured in locked file cabinets in a file cabinet room which is also locked during off office hours. Data entered into the T.H.O. database requires a password for access, which is specific only to the Case Manager who has entered it and the Program Manager. All department staff receives HIPPA training and are well aware and sign a confidentiality agreement. Hard copy case files are retained for a five and ten year period then shredded and disposed of in the local landfill. Electronic case files are accessed only by staff that maintain their own passwords, and cannot be accessed by anyone who does not have clearance.

2.2.3 Technology Equipment/Capabilities: The Gila County IT Department has built a wide area network (WAN) to serve Gila County's infrastructural and telecommunication needs. The WAN spans between Globe, Payson and the Phoenix metro area connecting County offices and staff to each other and to the world. The network provides voice, video and data services including remote connectivity through VPN and Web portals. The IT Department maintains and supports all of these technologies and continues to upgrade services to stay on the leading edge of business technology. All network equipment is Cisco. All CAP data is stored on a County server which is backed up by IT staff at end of each working day. Monthly Revenue and Expenditure reports are generated on as needed basis. Financial spreadsheets and programmatic data can be opened as word documents and sent via e-mail. Some Agency reports can be generated on an as needed basis using the T.H.O database. Software utilized by the Community Action/Housing Services agency are: Office 2007, Acrobat Reader and Microsoft Office.

ADMINISTRATIVE METHODOLOGY

2.2.4 Competitive Bidding Procedure: Gila County Community Action/Housing Services does not subcontract.

2.2.5 N/A Gila County CAP does not subcontract.

2.2.6 Linguistically/Culturally Appropriateness:
The entire Division of Health and Community Services including the CAHS Department provides services to diverse and targeted populations with the same level of commitment to excellence and equality. Staff recognizes the uniqueness of each individual's needs and level of service(s) based on cultural diversity and their needs. Bilingual staff is available within CAHS staff to assist the non-English and monolingual population. A sign language interpreter and a Spanish language translator is available upon request within the division staff, should the need arise. All departments of our division are housed under one facility, and if the need for language translation is apparent, staff will locate appropriate staff to provide that service. All CAHS brochures are available in English and Spanish. The Community Action Program provides "family focused" services with consideration to cultural diversity and beliefs. The Community Action Program does not discriminate on any basis. CAHS staff has been providing services to Gila County residents since 1982 and are aware of cultural issues with various groups within the county. In addition, staff has received training from ACAA regarding multi-cultural awareness.

Gila County encompasses an area of 4,768 square miles, with a population of only 51,335. This small rural area does not have a shelter facility for the homeless, however the Community Action Program has been serving the homeless population for 20 plus years with the resources that are available in our service area which is Northern and Southern Gila County (except reservation areas). The assistance we have been able to provide is in the form of motel vouchers for short term shelter. The targeted population that we serve includes the chronically homeless, eg: those who are homeless due to mental illness, drugs/alcohol addiction, chronically unemployed, and victims of abuse. The chronically homeless population mentioned above includes individuals, and families. The number of clients we anticipate serving in the first year of the contract is 200. This estimate is based on the number of prior referrals from community agencies as well as the number of clients turned away in the last fiscal year, for lack of funds and funding cuts. The Community Action Program service area is Northern and Southern Gila County (except reservation lands). There are CAHS offices providing service in Payson, Winkelman, and Globe.

2.2.7 N/A Gila County CAHS does not subcontract.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES

COMMUNITY SERVICES METHODOLOGY

3.0

3.1.1 The Gila County Community Action/Housing Services has maintained a Community Action Agency Advisory Board since 1982. The Board is comprised of Private, Non-Profit, and Low Income members. The Board By-Laws were re-written, approved and adopted by the Gila County Board of Supervisors on January 20, 2008. CAP facilitates four quarterly meetings per year which conforms to the open meeting law. The Advisory Board approves the CAHS Plan on a yearly basis.

3.1.2 To ensure participation of Low Income representatives on the Advisory Board, members of the Low Income sector are recruited primarily by Board discussion of prospective members, after which the person completes an application which is reviewed and a vote taken by the Board to accept or reject the application.

3.1.3 Programmatic and budgetary information is provided to Board members quarterly for their review and input. The Board participates in an annual Strategic Planning meeting where the CAP Plan is discussed. All changes or revisions of the plan are implemented at that time. The Board votes to approve the implementation of the plan. It is anticipated that in the next fiscal year that the Board will review the results of any needs assessments and help in strategic planning for the next fiscal year. The Board does not review outcomes of case management efforts or evaluate the effectiveness of the service however this activity will be proposed for the next fiscal year. The Board reviews and approves budgets and expenditures on a quarterly basis.

3.1.4 The Gila County Community Action Program Advisory Board consists of nine members representing the following sectors:

PRIVATE SECTOR	PRIVATE SECTOR	LOW INCOME
Annie Hinojos		
Margret Celix	Robert Closs	Barbara Leetham
Lyn Canning		Audrey Opitz
Ramona Ortiz		Norberto Waddell

3.1.5 CAP Advisory Board meetings are scheduled by the CAHS Program Manager to be facilitated on a quarterly basis. Board meetings scheduled for the first year of the contract are for the third Wednesday of every third month beginning August 18, 2010. Board meetings scheduled: Nov. 17, 2010, Feb. 16, 2011, and May 17, 2011, for the first contract year.

3.1.6 CSBG funds are the base for delivery of all Community Action/Housing Services. Our system for the delivery of or coordination of services is: first an intake form is completed by the client, date and time stamped for sequence of scheduling; forms are distributed to case managers for scheduling. Case managers determine eligibility, review household size, relationship and citizenship status. Then the determination of crisis and which program criteria will best assist the household. Discount programs and other referrals are made so that the household receives a full circle of assistance rather than the initial issue that brought them into the office for

assistance. In the event of an immediate crisis such as; utilities have been turned off or the late stages of legal eviction or homelessness, the client interview will take place immediately. The local utility companies coordinate and cooperate very well with CAHS staff. Often, with a phone call the utility company will accept a verbal commitment of payment by CAHS staff, and they will delay the disconnect or reinstate service immediately allowing the client time to provide documentation required for service and CAHS to schedule an appointment at the next available time slot. On occasion when the client is not ultimately eligible for service, CAHS staff have backup services available through local faith based organizations that perhaps will cover what we are unable to provide.

3.1.7 the most recent Needs Assessment was conducted in January 2009. The process used was to distribute the assessment to agencies within our Network group. Each group in turn had their clients fill out the assessment. Data was then collected and the results were compiled. The impact of this assessment has helped in prioritizing which needs need to be addressed first and ultimately incorporate them into our Community Action/Housing Services Plan. Needs that have been identified as priority are lack of jobs that create emergency needs, and lack of affordable, healthy & safe housing., Where CAHS does not have the resources to provide for clients, they are referred to our in house partners, local faith based organizations, local non profits and some school programs. Some needs that we were not able to provide service for are general special needs such as: auto repairs, auto insurance, and funds for driver's license or ID cards, education materials, tuition. Affordable, healthy & safe housing is a critical issue in Gila County. In addition to interdepartmental referrals the CAHS case manager will provide clients with a description of services available from CAHS as well as criteria for eligibility to receive services. In addition, information will be provided in the form of a program brochure, and a resource guide which outlines services available from other resources in the community. Information regarding how to access or will be accessed by the case manager for them will be provided to the client. CAHS has started a VITA Tax site in Payson and will be opening a new Vita Tax site in Globe, this will help keep clients with in their budget and we are also conducting financial literacy classes. A written referral will be provided to the client and an introductory phone call will be made by the case manager on behalf of the client.

CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkleman, Arizona Public Service.

3.1.8 CAHS case managers are well trained and have expertise in identifying community resources and they routinely provide referrals for clients to other resources within the community. Information will be provided in the form of brochures and the Community Resource Guide, better known as the Peoples Information Guide, from Arizona Community Action Association. The Resource Guide outlines services available from CAHS as well as other services and resources available in our community and state. Information regarding how to access these agencies will also be provided to the client. When it has been determined by the case manager that a client requires services from another agency, the case manager will make the referral and advise the client of the eligibility requirements of that agency which will assist the client in accessing those services and expedite the process. CAHS's has formal agreements with DES State of Arizona, Arizona Department of Commerce, Energy Office, Arizona Department of Housing, Arizona Community Action Association/ Home Energy Fuel Fund, City of Globe, Town of Star Valley, Pinal-Gila Area Agency on Aging, Housing&Urban Development Town of Winkleman, Arizona Public Service.

3.1.9 CSBG funds will be coordinated with public resources such as Community Kids, and Payson Helping Payson. Other available public and private resources will also be utilized. Other funds leveraged with CSBG include DES, CDBG, SemStream, Southwest Gas, AZ Public Service, Gila County,HUD, Town of Payson, FEMA,HEAF,DOE, which are local and federal monies and provide both administrative dollars 15% and direct services 85%. Our agencies provide these services and are able to determine what the needs are of each client at the time of application and utilize the resources as applicable. CSBG funding also provides funding for staff salaries and monies for staff to attend and serve on local agency boards and committees.

3.1.10 Emergency services for conditions of malnutrition or starvation will be provided through the coordination of services which are within our division, eg. The Office of Health Services and our Local Food Bank. Local Food Banks are utilized quite often and referrals are given to clients and tracked by CAP staff. The WIC program through the Health Department which is a program within our division, which distributes food boxes, is also utilized. CAP staff makes referrals to the WIC program and facilitate deliveries to the Home bound as well.

3.1.11 The Office of Community Services has established strong interagency linkages and provides a large cluster of direct and community services. Services are primarily directed at improving the quality of life for low income persons in Gila County and in improving service delivery through interagency cooperation. The Office of Community Services is located in the Gila/Pinal Workforce Investment Area Comprehensive One-Stop Center. This One-Stop Center is located in the Globe area and contains all One Stop core services, in addition to all the Divisions services previously mentioned in this methodology. CAP's location at the comprehensive site will better enable staff to assist clients in achieving self-sufficiency. CAP staff will be trained in all other programs which will result in being able to provide clients with a variety of information and assistance. Partners located at the center include Job Service, Veteran's Admin., and Job Core, Gila Literacy, Title I and all other required partners as stated in the Workforce Investment Act. CAP also coordinates and partners with local faith based and civic organizations to better serve our low income residents. One of the key responsibilities of each partner is to make available at the Comprehensive One Stop Center appropriate core services that are applicable to the partner's program. Individuals will be able to access the following partner's core services at the One Stop:

a. Title I Adults, Youth, Dislocated Worker
b. Job Corps
c. Native American programs
d. Migrant/Seasonal farm Worker Prog.
e. Veterans Workforce Prog.
f. Program authorized under Wagner/Peyser Act
g. Adult education/literacy activities
h. Vocational Rehabilitation Prog.
i. Welfare to Work Prog.
j. Senior community Sacs. Emp.
k. Postsecondary Voc. Education
l. Trade Adjustment Asst./NAFTA
m. Community Service Block Grant
n. Housing and Urban Dvp.

The Gila County Division of Health and Community Services is a division of Gila County. CAHS is one department within that division. There are four departments within the division and staff of all departments provide direct services to clients in an office setting, in the community, and in the client's home. Our goal is to continually update our knowledge and skills to enable clients to achieve self sufficiency. The division has established strong interagency linkages and provides a large cluster of direct and community services. Services are directed at improving the quality of life for all our clients and in improving services delivery through interagency cooperation. Through continued communication and partnering with agencies within the Interagency network CAHS staff have formed and maintain long lasting partnerships with other agencies to further serve our clientele.

3.1.12 The CAHS T.H.O. data base tracks all ROMA performance requirements to achieve the six CSBG national goals. CAHS proposes the following measures under each performance goal.

Goals	Community Needs / Gaps in Service	Performance Measures
L ncome People Become More Self-Sufficient	The unemployment rate for Gila County is 18.2%, which is higher than the rate for the State of Arizona. Many of the jobs available are in the mining industry which is currently laying off hundreds of employees. These jobs historically offer high wages, but are union jobs and see many layoffs and/or strikes.	Unemployed & obtained a job Achieved living wage employment & benefits Obtained safe & affordable housing Participate in tax preparation programs Enrolled in discount programs
The Conditions in Which Low-Income People Live are Improved.	Due to the age of homes in Gila County and the fact that the population is older citizens many of the low-income homeowners reside in unsafe housing and cannot afford the cost of replacement housing. In addition, many homeowners are facing foreclosure because of questionable mortgages with high and/or variable rates.	Provide weatherization & home repair and home repair education Provide foreclosure mitigation services
Low Income People Own a Stake in Their Community	Many low-income individuals do not engage in community activities and, therefore, do not actively participate in the decision making that impacts their lives. In addition many low-income individuals are reluctant to consider the possibility of becoming homeowners.	Provide opportunities for community members to volunteer at Gila County CAP. Provide housing counseling workshops to improve credit and information about home ownership.
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.	The issues of limited resources that are available for human services programs is most effectively addressed through community and agencies collaborations and partnerships.	Facilitate the Continuum of Care and the Interagency meetings and participate in other efforts to provide services to fill identified gaps.
Agencies Increase Their Capacity to Achieve Results	Agencies have a limited capacity due to budget cuts in Gila County so services are cut to the low-income population. Especially hard hit is personnel to work with clients.	By networking, bringing in more volunteers. Petition funding agencies to Find a way to cut back on the extreme amount of paperwork. Which would allow more time for clients and increase our capacity to achieve results for local clients in need
L -Income People, Especially Vulnerable ulations, Achieve their Potential by Strengthening Family and Other Supportive Systems.	In order for individuals and families to participate effectively in programs that increase, assistance must be provided to stabilize financial crises. When financial stability is achieved, the households can then begin to consider engaging in a case management plan to address identified issues.	Provide financial assistance to stabilize financial crises. Refer households to programs that focus on preparing children for school. Refer households to programs that increase their living and parenting skills.

GILA COUNTY COMMUNITY ACTION/HOUSING SERVICES PROGRAM

CASE MANAGEMENT METHODOLOGY

3.2

3.2.1 At intake, a case manager will complete an EN-005 on all clients seeking assistance. The EN-005 gathers demographic information. A Client assessment record will be completed on each client using the Arizona Self-Sufficiency Matrix. The data used to complete the EN-005 and the assessment record will assist the case manager and client in determining need. Based on initial assessment, follow-up visits will be scheduled with the client and documented on the client assessment record. For those unable to come into the office, a case manager will provide a home visit to complete the above.

#1. Regular business hours are Monday through Friday 8:00 am to 5:00 pm. Home visits are scheduled at the time that the case manager calls the client to set an appointment. These visits are at the convenience of the client CAHS case managers do not take applications over the phone or through the mail.

#2. If assistance is needed outside of regular business hours, arrangements will be made to provide that assistance on an as needed basis. Priority will be given to assist families with children, handicapped persons and the frail and elderly.

CAHS case managers make every effort to schedule appointments for clients when it is most convenient for the client. A preliminary intake form is completed at the time the client comes into our office. This intake form is routed to the appropriate case manager at which time the case manager will contact the client to arrange an appointment for the full intake process.

#3 CAHS staff schedule their individual lunch hours so that there is always a case manager in during that time. If a client comes into the office when staff are at trainings or off site meetings, the CAHS clerk will provide the preliminary intake form for them to be completed, and inform them when a case manager will likely call to schedule an appointment for them. Staff is always available to assist clients when a case manager is not available. CAHS staff who take care of the front desk (the receptionist or CAHS clerk) will assist clients in the absence of a case manager. Case managers always return calls as soon as they return to their office. All case managers have voice mail capabilities, and they call in to check the messages when they are away for trainings or off site meetings. Calls are generally returned no more than 24 hours after the client call. Clients can identify a time when the case manager can return their call.

Every person requesting services from CAHS is given an intake form to complete. The form is immediately date and time stamped. Clients are given a brochure that states what information is needed, referral numbers for other services and a statement of Clients rights and responsibilities. Client surveys are located in the lobbying with clear signage that lets clients appeal and give feedback on how CAHS is doing. The data gathered on the intake is then entered into the data base. Case Managers schedule the applicants on a first come first served basis. Clients can schedule an appointment by phone without actually coming into the office. When an appointment is made, the case manager requests all pertinent documentation for the intake, from the client, and the appointment is made depending on when the client can collect all the documentation needed for intake.

Usually an appointment can be made within a couple of days. There is no pre-determined days/times for scheduling appointments. appointments can be made at anytime during business hours. #4. The process utilized to immediately assist a person in a crisis situation is first to do an initial interview with the person to determine the crisis and assess the need. If supportive services can be provided with CAHS funds. then those supportive services will be immediately be provided. If other resources are necessary to assist the client. then a referral will be made. Every effort is made to immediately see a client in crisis at the time the crisis is identified. If a client comes in and a crisis is identified. the case manager will work the client in between appointments.

A crisis is defined as a separation of the family that resulted from domestic violence. loss of income. unforeseen circumstances that increased expenditures making it difficult to meet the following months budgeted expenditures. a condition which endangers the health or safety of the household or special needs necessary to secure or maintain employment. CAHS has a screening document that quantifies risk factors. CAHS does not keep open appointment on a daily basis for clients in crisis. rather they are assisted as stated above when the crisis is identified and the client can be worked in between scheduled appointments as soon as possible.

#5. CAHS proposes to provide case management to all low income families and individuals meeting the CAHS eligibility requirements. homeless. and the elderly. The case management services will be modeled after the Family Development Program. This program is designed to assist families in overcoming multiple barriers enabling them to become self sufficient. Staff of CAP has received extensive training regarding Family Development and the utilization and implementation of the ROMA self sufficiency matrix. When STCS funds have been depleted. case managers will utilize HPRP as well as other funding resources available within the Program to assist clients with utility and Rental assistance. #6 Written Referrals to Salvation Army and St. Vincent De Paul in addition to other local agencies or churches are also made when funds are depleted. Case management services are provided even if voucher funds are depleted.

#7. The CAHS staff is very well aware of the importance of the involvement of the entire family in creating a safe and nurturing home life for its members. The staff expects that all members of the family participate in the formulation of a Family Service Plan and in all aspects of the fulfillment of the plan as well as the goals and steps required to reach that goal. The case management process and the notice of eligibility. denial. rights and responsibilities of the client regarding their participation in the program will be fully explained at the time of intake.

3.2.2 Below is the case management model utilized by Gila County Community Services Program:

a) A Family Service Plan is developed with each client based on their Arizona Self Sufficiency Matrix levels. The client is fully engaged in the formulation of their plan. The plan identifies the clients: goals. start and targeted completion dates. tasks required to achieve the goals. who will complete the task and services to be provided and/or accessed. Strengths. past successes and other assets that could contribute to a solution will be discussed. Clients will be encouraged to become skilled in solving problems. using appropriate resources that the client. case manager and other agencies can obtain. A copy of the service plan will be contained in the client file along with case notes documenting activities of the client and their family. The client's case plan is monitored by completing a 30. 60. and 90 day follow up addressing the outcomes of referrals from the clients case plan.

3.2.2(4)For outside referrals client is provided with paperwork directing them to the additional assistance and then it is returned to CAHS.

b.) After developing of the case plan which is outlined above in a). the plan will be monitored using the information and documentation contained in the client file. Our current contracts with Arizona Department of Economic Security dictates that the type and quantity of services that clients receive. which is also entered into our T.H.O database. A client file for each client receiving case management services will be formulated. This file will contain the Self-Sufficiency Assessment and updates. a copy of the EN-005. the Family Service Plan/updates. case notes. and follow-up information in addition to any other pertinent documentation required from the various funding sources utilized to provide services to the client.

c) As an ongoing process of case management. the case manager will continue to assess and assist the client in obtaining services required to meet their needs and situation. Copies of all documents utilized to track the progress will be included in the client file. The client's progress will be tracked utilizing the Arizona Self-Sufficiency Matrix. Case closure will occur upon successful completion of goals outlined in the service plan. at the request of the client to discontinue services. or by agreement of the case manager. program manager or Divisional Program Manager. At the time of closure. reasons for the closure will be documented in the client file. Reasons for case closure may be: due to non-compliance by the client or because they have reached a level of self sufficiency that is satisfactory to the client and case manager.

d.)The CAHS case managers are well trained in community resources and routinely provide referrals for clients to other resources within the division and community. When the determination that a client requires services from another agency the case manager will make the referral and advise the client regarding that agency's services and eligibility requirements. This will assist the client in accessing those services and expediting the process of obtaining assistance.

e) A Pre and Post Assessment will be completed with each client who is receiving case management services utilizing the Arizona self-sufficiency matrix. The matrix shows the clients status in 12 areas of need, based on their status. the case manager will work with the client to set goals in the areas that the client feels they need the most assistance. As a client progresses toward their goal. the matrix is updated to indicate positive or negative movement toward the goal. The CAHS plan will be reviewed on a quarterly basis to evaluate the effectiveness of case management services and to determine whether we are meeting our targeted goals and following the mission and philosophies identified in the plan. The CAHS plan will assist in identifying areas where we are failing to meet goals and to provide direction for the staff to strive for improvement.

3.2.3 Case management services assist in achieving the six CSBG national goals by assisting low-income persons in all areas to help them attain their own personal level of self-sufficiency. These various levels are measured and tracked through the Arizona Self-Sufficiency Matrix. The Matrix is an intricate part of the T.H.O. Client Information System. This database meets all of ROMA tracking requirements and is able to track each client as they move up on the various levels of the matrix. CAHS case managers will interview all applicants during the initial intake for services. This process will include input from the client with the assistance of the case manager. When possible all adults in the household are asked to participate. The number one and number six National Family Goals and the corresponding indicators are discussed at that time. Any appropriate indicators within the goals that apply to that family will be discussed and potential future outcomes or objectives will be identified. This assessment is recorded in the service plan that identifies the direct services that are being provided through CAHS. It will also include outside referral information and resources for the client to contact to assist in implementing the plan. Case notes on clients who receive case management are printed out hardcopy and maintained in the client file.

NOTICE OF ELIGIBILITY, DENIAL,APPEAL FOR SOCIAL SERVICES

Gila County Communitiy Action
P O Box 1254
Globe, AZ 85502-1254
(928) 425-7631

Date: 6/11/2010

Dear:

☐ **Your application for social services has been approved. You will be receiving the following service:**

_____ $ -

_____ $ -

_____ $ -

☐ **Your application for social services has been denied. The reason(s) is/are:**

☐ Your income exceed Federal poverty levels.

☐ You have already received assistance and by regulation cannot be assisted again at this time.
You MAY be eligible to reapply on: _____

☐ You failed to provide requested verification needed to complete your application and to determine eligibility

_____

☐ Gila County CAP had no contract funds available at this time to assist you.

☐ You requested your application not to be completed.

☐ The program for which you applied required that you have a documentable crisis in the home.

☐ Other

YOU HAVE THE RIGHT TO APPEAL THIS DECISION

If you believe that your application should not be denied you may appeal this decision. If you wish to appeal you or your authorized representative must do so in writing within fifteen (15) days of the mailing or delivery of this notification. Please notify the CAP office if you wish to appeal this decision. You will be assisted in your request to appeal.

Case worker Name: Maria Brusoe

Caseworker Signature: _____ Date: 6/11/2010

3.2.4
The tools utilized to complete a needs assessment, case planning, monitoring, and closure of the case plan is primarily the T.H.O. data base information system which provides data that is utilized to determine the progress or lack of progress in reaching self sufficiency, Hard copies of the assessment of needs are contained in the client file in the form of case notes and the Matrix. Any data in the T.H.O. data base can also be printed out hard copy and maintained in the client file.

3.2.5
A client satisfaction survey form is disbursed and a request for the completion of the survey is provided at the time of initial contact with the client and again at the time of case closure. A survey box is located in the lobby of our facility and the client is asked to deposit the survey in that container. The Division Director or Deputy Director retrieves survey documents from the box on a monthly basis and at the end of the quarter the results from the survey are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community. These surveys are collected, and reviewed by supervisory staff on a quarterly basis, and the results are discussed with program manager in the effort to continue to improve and enhance service delivery to our clients. CAHS staff have plans to formulate a program specific survey to be utilized in the next fiscal year.

3.2.6 Funds utilized by case managers to provide utility assistance and the STCS program, on an on-going basis are made available to the case managers by an allotment process. This process is achieved by the Fiscal Manager. Carryover funds at the end of each month and the monthly allotment provided by the State is used to percentage out to the case managers, the funds available to provide direct client services for that current month. Expenditures are monitored on a weekly basis as vouchers are submitted and kept within an Excel spreadsheet. Fiscal Manager balances and reconciles on a monthly basis with the grant and the county. Case managers are given an allotment amount to expend each month at a CAHS staff meeting and work with all funding sources available to ensure they do not exceed the monthly budgeted amounts.

3.2.7 All clients are informed of the CAHS grievance policy and procedures at the time of the initial intake process. Upon receipt of a grievance the CAHS Manager will schedule a meeting with the client and case manager within 24 hours, if the complaint cannot be resolved in this meeting, another meeting will be facilitated within 5 working days, with the Division Director, Program Manager, case manager and client. If the grievance is not resolved at this meeting a written appeal and all accompanying documents will be forwarded to the Department of Economic Security within 7 working days of the last meeting. The written appeal shall be forwarded to Ariz. Dept. of Economic Security, Community Services Admin. P.O. Box 6123 Site Code 086Z, Phx. AZ 85005

3.2.8 As previously mentioned in this methodology, the client satisfaction surveys are reviewed and discussed with the appropriate case managers in the effort to ascertain what measures need to be discussed to improve and enhance our services to the clients. The Division Director or Deputy Director retrieve survey documents from the box on a monthly basis and at the end of the quarter the results from the surveys are reviewed by the CAHS Manager and Administrative staff quarterly. The results are prioritized by the CAHS Manager, and discussed with staff to determine what if anything needs to be done to make CAP more effective in serving our community.

GILA COUNTY DIVISION OF HEALTH COMMUNITY SERVICES
ALLOCATED FUNDS REPORT
SFY 2011

CONTRACTOR	E#	COUNTY	SVC	FUND SOURCE	COST TYPE	2011 AWARD	COMMENTS
GILA		GILA	CMT-A	LIHEAP	A	14,222.00	
GILA		GILA	CMT	LIHEAP	V	222,500.00	
GILA		GILA	CMT	LIHEAP A16	A	15,623.00	
GILA		GILA	CMT	NHN	V	865.00	Total:
GILA		GILA	CMT	SSBGLP	A	8,352.00	Vouchers 255077
GILA		GILA	CMT	TANF	S	150,000.00	130,707.00
GILA		GILA	CMT	TANF	V	0.00	19,293.00
GILA		GILA	CMT	QWEST	A	1,082.00	
GILA		GILA	CMT	ESG	P	6,659.00	
GILA		GILA	CMT	LIHCON	A	1,473.00	
GILA		GILA	CMT	LIHCON	V	25,055.00	
GILA		GILA	CMT	LLVG	V	0.00	
				sub-total		**445,831.00**	
GILA		GILA	CSV-B	CSBG	A	150,000.00	140,000
GILA		GILA	CSV	CSBG	V	0.00	10,000
				sub-total		**150,000.00**	
GILA		GILA	CSV-C	CSBG-ARRA	A	0.00	
GILA		GILA	CSV-C	CSBG-ARRA	V	0.00	
				Total		**595,831.00**	

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Case Management
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment A

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Divisional Fiscal Manager	$53,893	50%+0=50%	$ 26,946	$ 26,946
1	1	Divisional Accountant	$35,422	50%+0=50%	$ 17,711	$ 17,711
1	1	Program Manager	$47,632	25%+25=50%	$ 23,816	$ 11,908
1	1	Case Manager	$30,534	0%+50%=50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:					**$ 110,334**	**$ 98,426**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	CPIP Cost
Health Insurance	$595.83 per mo x 12 mo X 1 @ 25%			$ 1,787	$ 1,787
	$595.83 per mo x 12 mo X 5 @ 50%			$ 17,875	$ 17,875
FICA	0.0765	X	$110,334	$ 8,441	$ 4,220
Workman's Comp	0.003	X	$110,334	$ 331	$ 166
Retirement	0.0985	X	$110,334	$ 10,868	$ 5,434
TOTAL ERE COST:				**$ 39,302**	**$ 29,483**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	$200 per month x 12 months	$ 2,700	$ 1,350
Per Diem	$25 per day for 20 days for 10 FTE's	$ 5,000	$ 4,000
TOTAL TRAVEL COSTS:		**$ 7,700**	**$ 5,350**

5 SPACE

Item	Basis	Service Cost	CPIP Cost
Rent - Globe Office	Rent $1,673 monthly X 12 months (Inclused elctricity, cleaning, water, etc.)	$ 20,076	$ 10,038
Sparkletts/Other Space Expense	$100 x 12 months	$ 1,200	$ 240
TOTAL SPACE COSTS:		**$ 21,276**	**$ 10,278**

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A			
		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
General Office Supplies	$200 per month x 6 FTE's x 12 months	$ 14,400	$ 10,800
Postage	$250 per month x 12 months	$ 3,000	$ 1,200
TOTAL MAT & SUPP COSTS:		**$ 17,400**	**$ 12,000**

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	$1000 for training sessions for 3 FTE's	$ 3,000	$ 3,000
	$1500 for out of state training for 2 FTE's (inlcudes flight, hotel & registration)	$ 3,000	$ 3,000
Printing, Publishing & Advertising Costs	4 publications @ $200 in local papers	$ 800	$ 160
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,713.30 x 12 months	$ 20,560	$ 9,764
TOTAL OPERATING SERVICE COSTS:		**$ 27,360**	**$ 15,924**

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A			
		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ 223,372	$ 171,459

11 VOUCHERS

Item			Service Cost	CPIP Cost
.	LIHEAP	*77*	$ 222,500	$ 222,500
2	LIHCON	*78*	$ 25,055	$ 25,055
3	LLVG		$ -	$ -
4	NHN	*70*	$ 865	$ 865
5	TANF	*49*	$ 19,293	$ 19,293
6	ESG	*17*	$ 6,659	$ 6,659
TOTAL VOUCHER COSTS:			**$ 274,372**	**$ 274,372**

12			
	TOTAL COSTS:	$ 497,744	$ 445,831

REVENUE SOURCES:		
CPIP Case Mgt.	$ 445,981	$ 445,831
CPIP CSV-B	$ 150,000	
CPIP CSV-C	$ -	
TOTAL REVENUE:	**$ 595,981**	**$ 445,831**

TOTAL REVENUE:	**$ 595,981**	**$ 445,831**

CMT-A Case Management ISB 10-11
Submitted 04/23/2010

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment B

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
1	1	Community Services Director	$81,994	50%+0=50%	$ 40,997	$ 4,100
1	1	Community Services Deputy Director	$67,309	50%+0=50%	$ 33,654	$ 3,365
1	1	Divisional Program Manager	$55,245	50%+0=50%	$ 27,622	$ 5,524
1	1	Divisional Special Projects	$27,908	50%+0=50%	$ 13,954	$ 5,582
1	1	Divisional Assistant	$32,885	50%+0=50%	$ 16,442	$ 6,577
1	1	Program Manager	$47,632	25%+25=50%	$ 23,816	$ 23,816
1	1	Case Manager	$30,534	0%+50%=50%	$ 15,267	$ 15,267
1	1	Case Manager	$32,094	0%+50%=50%	$ 16,047	$ 16,047
1	1	Clerk	$21,091	0%+50%=50%	$ 10,546	$ 10,546
TOTAL PERSONNEL COST:					**$ 198,347**	**$ 90,825**

2 EMPLOYEE RELATED EXPENSES

Item	Basis			Service Cost	CPIP Cost
Health Insurance	$595.83 per mo x 12 mo X 2			$ 14,300	$ 715
	$595.83 per mo x 12 mo X 1			$ 7,150	$ 715
	$595.83 per mo x 12 mo X 2			$ 14,300	$ 2,860
	$595.83 per mo x 12 mo X 4			$ 28,600	$ 14,300
FICA	0.0765	X	$198,347	$ 15,174	$ 7,587
W nan's Comp	0.003	X	$198,347	$ 595	$ 298
Retirement	0.0985	X	$198,347	$ 19,537	$ 9,769
TOTAL ERE COST:				**$ 99,655**	**$ 36,243**

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		**$ -**	**$ -**

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
Gas/Vehicles/Maint	$321.17 per month x 12 months	$ 6,000	$ 5,832
Per Diem	$25 per day for 20 days for 5 FTE's	$ 2,500	$ 2,500
TOTAL TRAVEL COSTS:		**$ 8,500**	**$ 8,332**

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		**$ -**	**$ -**

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N		$ -	$ -
TOTAL EQUIPMENT COSTS:		**$ -**	**$ -**

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL MAT & SUPP COSTS:		**$ -**	**$ -**

8 OPERATING SERVICES

Item	Basis	Service Cost	CPIP Cost
Staff Training & Registration	$500 for training sessions for 2 FTE's @ 100%	$ 1,000	$ 1,000
Local Fax, 800 Line, Phone Line & Service Maintenance, Leases Agreements & Memberships/Dues	$1,000 x 12 months	$ 12,000	$ 3,600
TOTAL OPERATING SERVICE COSTS:		**$ 13,000**	**$ 4,600**

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	**SUBTOTAL ADMINISTRATIVE COSTS:**	**$ 319,503**	**$ 140,000**

11 VOUCHERS

Item		Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average $500 x 20 households	$ 10,000	$ 10,000
TOTAL VOUCHER COSTS:		**$ 10,000**	**$ 10,000**

12	**TOTAL COSTS:**	**$ 329,503**	**$ 150,000**

REVENUE SOURCES:

CPIP CSV	$ 150,000	$ 150,000
CPIP Case Mgt.	$ 445,831	
TOTAL REVENUE:	**$ 595,831**	**$ 150,000**

TOTAL REVENUE:	**$ 595,831**	**$ 150,000**

ITEMIZED SERVICE BUDGET
FOR CONTRACT SERVICE: Community Services AARA (Stimulus)
PROVIDER NAME: Gila County Community Action Program
CONTRACT PERIOD: 7-01-10 TO 6-30-11
Attachment C

1 PERSONNEL

Number of Positions	FTE Level	Position Title	Salary for Contract Period	% Allocated to Service A+ D = Total	Total Service Cost	CPIP Cost
N/A					$ -	$ -
TOTAL PERSONNEL COST:					$ -	$ -

2 EMPLOYEE RELATED EXPENSES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL ERE COST:		$ -	$ -

3 PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL PROF & OUTSIDE COSTS:		$ -	$ -

4 TRAVEL

Item	Basis	Service Cost	CPIP Cost
N		$ -	$ -
TOTAL TRAVEL COSTS:		$ -	$ -

5 SPACE

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL SPACE COSTS:		$ -	$ -

6 EQUIPMENT

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL EQUIPMENT COSTS:		$ -	$ -

7 MATERIALS & SUPPLIES

Item	Basis	Service Cost	CPIP Cost
Outreach/media materials & supplies for clients for CARE Fair and EITC activities.	$50 x 500 individuals for both activites	$ -	$ -
TOTAL MAT & SUPP COSTS:		$ -	$ -

8 OPERATING SERVICES

	Basis	Service Cost	CPIP Cost
		$ -	$ -
TOTAL OPERATING SERVICE COSTS:		**$ -**	**$ -**

9 INDIRECT COSTS

Item	Basis	Service Cost	CPIP Cost
N/A		$ -	$ -
TOTAL INDIRECT COSTS:		**$ -**	**$ -**

10	SUBTOTAL ADMINISTRATIVE COSTS:	$ -	$ -

11 VOUCHERS

Item		Service Cost	CPIP Cost
Vouchers - Direct Client Services	Average $1,000 x 125 households	$ -	$ -
TOTAL VOUCHER COSTS:		**$ -**	**$ -**

12	TOTAL COSTS:	$ -	$ -

REVENUE SOURCES:

CPIP CSV	$ -	$ -
TOTAL REVENUE:	**$ -**	**$ -**

TOTAL REVENUE:	**$ -**	**$ -**

CSV-C ISB 10-11
Submitted 04/23/10

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-1276 **Consent Agenda Item 5- C**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	Michael O'Driscoll, Health & Emergency Services Division Director	Submitted By:	Jendean Sartain Deputy Director of Health Services Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Health Services
Fiscal Year:	2012-2013	Budgeted?:	No
Contract Dates Begin & End:	April 1, 2012 to December 30, 2012	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New
Presenter's Name:			

Information

Request/Subject

Agreement (Contract No. C353) with the National Network of Public Health Institutes (NNPHI).

Background Information

On January 24, 2012, the Board of Supervisors granted permission to the Division of Health and Emergency Services to electronically submit a grant application to the Robert Wood Johnson Foundation in conjunction with the National Network of Public Health Institutes (NNPHI) for funds in the amount of $5,000 to implement a quality improvement project for communicable disease investigations and reporting.

On May 1, 2012, the Board of Supervisors, on behalf of the Division of Health and Emergency Services, accepted the grant award in the amount of $5,000. At the time notification was provided regarding the granting of the monetary award, it was noted that a written contract between Gila County and National Network of Public Health Institutes would be forthcoming within the following month.

Evaluation

The Division of Health and Emergency Services will complete a quality improvement project to improve our investigation and reporting processes. This project will be completed between April 2012, and November 2012, and will be funded by the grant award in the amount of $5,000. This program also provided for fifteen hours of individually tailored QI (quality improvement) coaching from an experienced national public health specialist.

Conclusion

By authorizing the Chairman to sign the contract to accept a grant award from the Robert Wood Johnson Foundation through the National Network of Public Health Institutes (NNPHI), the Division of Health and Emergency Services will have an opportunity to apply national standards and methods to make program changes and improvements with the guidance of QI coaching from a national public health specialist.

Recommendation

The Division of Health and Emergency Services Director recommends that the Board of Supervisors authorize the Chairman to sign the Agreement (Contract No. C353) with the National Network of Public Health Institutes (NNPHI), in order to accept a grant award in the amount of $5,000 from the Robert Wood Johnson Foundation for the completion of a quality improvement project.

Suggested Motion

Authorization of the Chairman's signature on an Agreement (Contract No. C353) between Gila County and the National Network of Public Health Institutes for the acceptance of a $5,000 grant from the Robert Wood Johnson Foundation, which will be utilized by the Division of Health and Emergency Services to complete a quality improvement project for the period April 1, 2012, through December 31, 2012.

Attachments

Agreement with National Network of Public Health Institutes

Legal Explanation

AGREEMENT BETWEEN THE NATIONAL NETWORK OF PUBLIC HEALTH INSTITUTES AND GILA COUNTY

1. Provider/Contractor (Legal Name if Corporation): Gila County	**7. Federal Employer Tax I.D. # or Social Security #** 86-6000444
2. Street Address: 5515 S. Apache Ave., Suite 100	**8. License or Certificate # (if any)**
3. City and StateZip Code Globe, AZ 85501	**9. Effective Date:** April 1, 2012
4. Remit Address (if different from individual rendering services, should be the organization responsible for processing payments, managing the contract):	**10. Termination Date:** December 30, 2012 (Note: This Agreement may be terminated by either party upon giving (2) weeks advance written notice to the other party)
5. Telephone: 928-402-8802	**11. Payment Schedule:** A maximum of $5,000, to be paid in two installments as follows: *First installment of 75% ($3,750) due and payable at the signing of this agreement.* *The second/ final installment of 25% ($1,250) will be due and payable within thirty (30) days of receipt of a final report and documentation of QI Project for submission to the QI in Public Health Practice Exchange, due December 30, 2012.*
6. Contact Name & Email Address: Jendean Sartain jsartain@co.gila.az.us	**12. Program:** COPPHI; 215

THIS AGREEMENT made and entered into this 1st day of April, 2012 by and between the following: National Network of Public Health Institutes, a private, non-profit Corporation, represented herein by Joseph D. Kimbrell, Chief Executive Officer of the National Network of Public Health Institutes, duly authorized, whose mailing address is 1515 Poydras Street, Suite 1200 New Orleans, LA 70112 (hereinafter referred to as "NNPHI"), and **Gila County Division of Health and Emergency Services** (herein referred to as "Contractor").

During the performance of this agreement, the parties hereby agree to the following terms and conditions:

This Agreement shall be in effect from **April 1, 2012** to **December 30, 2012**.

1. Contractor's obligations include but are not limited to the following:
   - *Conduct a quality improvement project as outlined in the proposal submitted to NNPHI in response to Strengthening the Community of Practice for Public Health Improvement (COPPHI): QI Award Program Call for Proposals*
   - *With the assistance of a QI coach, document the results of the QI project and submit it to the Quality Improvement in Public Health Practice Exchange (Practice Exchange).*
   - *Participate in all Project Activities, including:*
     - *3-5 project webinars/teleconferences*
     - *15 hours of distance-based quality improvement technical assistance, provided by a QI Coach*
   - *Submit a brief progress report and final report to NNPHI that documents the improvements gained and lessons learned from the implementation of the QI project.*
   - *Provide information, feedback, evaluations, and suggestions on QI Award Program activities as requested via questionnaires and/or interviews with NNPHI staff.*

2. Terms of Payment: In consideration for the services actually rendered by Contractor under the terms of this Agreement, NNPHI shall pay Contractor a maximum of $5,000, to be paid in two installments, with the first installment of 75% ($3,750) due and payable at the at the signing of this agreement. The final installment of 25% ($1,250) will be due and payable within thirty (30) days of receipt of a final report and documentation of the QI project for submission to the QI in Public Health Practice Exchange, both due December 30, 2012. Invoices must be submitted for final payments. Please include the contract number listed above on the invoice and submit it to the attention of Merilee Jones at mjones@nnphi.org. Any approved direct travel costs for meetings and/or conferences will be reimbursed at cost, and are not included in this contract.

3. In the performance of the work, duties and obligation assumed by and imposed upon Contractor under the terms of this Agreement, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent contractor.

4. Contractor shall be solely responsible for all federal, state and municipal income taxes, social security, retirement and all other taxes and NNPHI shall not withhold taxes or be obligated in any manner therefore. Contractor is solely responsible for workmen's compensation as required by state law and prescribed by the statutory limits and any other legally required insurance. No relationship of employer and employee is created by this Agreement. It is expressly understood by the parties that NNPHI shall neither have nor exercise any control of direction over the methods by which Contractor shall perform the work and functions subject to this Agreement, which Contractor further agrees to perform pursuant to and at all times in strict accordance with all applicable laws and regulations.

5. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality.

6. This Agreement being personal to Contractor shall not be assignable by Contractor to any other party without NNPHI's prior written approval. Furthermore, Contractor shall not substitute the

services of another party for Contractor's Services hereunder without prior written approval of NNPHI. Violation of this Section will be cause for immediate termination of the Agreement.

7. Any alterations, variations, modifications or waivers of provision(s) of this Agreement shall be valid only when they have been reduced to writing, duly signed by both parties, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by NNPHI.

8. It is understood and agreed that the Contractor, in rendering the services listed herein, acts on its own and NNPHI shall not be held liable for acts of the Contractor which may result in damage.

9. Request agreement be silent as to Governing law.

10. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Agreements with individuals shall be exempt from this provision.

11. Upon completion of this Agreement or if terminated earlier NNPHI shall have the right to reproduce, publish, or otherwise use the materials generated by the project.

12. All records prepared pursuant to this contract shall be retained and safeguarded for a 5-year period following the termination of this contract, and said records shall be made available to either party to this contract, and/or an independent auditor retained by either party.

13. Neither party to this contract shall discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, or religion and the parties shall conform to the applicable provisions of the federal and state anti-discrimination acts.

14. Waiver of a breach in performance of any term of this contract shall not be construed as a waiver of any subsequent breach of the same or any other performance or provision of this contract.

15. Any provision of this contract determined to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions, and in all respects the contract shall be construed as if such invalid or unenforceable provisions were omitted.

16. This contract supersedes all prior negotiations and contracts between these parties with respect to the matters stated herein, and it represents the entire understanding of the parties.

17. All notices which are required or which may be given pursuant to any provisions of this contract shall be made in writing and shall be deemed by the parties sufficient in all respects if delivered as follows:

If to NNPHI:
National Network of Public Health Institutes
Attn: Aaron Zubler
1515 Poydras Street, Suite 1200
New Orleans, LA 70112

If to Contractor:
Gila County Government
5515 S. Apache Ave., Suite 100
Globe, AZ 85501

or to such other address or to the attention of such other person as may be identified by a party during the term of this contract.

18. It is the responsibility of the Contractor to advise NNPHI in advance if funds or terms included in the Agreement may be insufficient to complete contract objectives.

[Remainder of this page left intentionally blank.]

THUS DONE AND SIGNED on the day and date herein first above mentioned.

GILA COUNTY	
Tommy C. Martin Chairman, Board of Supervisors	
Signature:	Date:

NATIONAL NETWORK OF PUBLIC HEALTH INSTITUTES	
Joseph D. Kimbrell, MA, MSW NNPHI CEO	
Signature:	Date: 5/7/12

Approved as to form:

Bryan Chambers
Deputy County Attorney

Signature:	Date:

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-1291 **Consent Agenda Item 5- D**

Regular BOS Meeting

Meeting Date: 06/26/2012

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 - 2013	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2012 - June 30, 2013	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Approval of Grantee Agreement No. GRA-STATE-13-0502-01 with the Arizona Early Childhood Development Board (First Things First) and the Gila County Health Department.

Background Information

The Gila County Division of Health & Emergency Services has been providing child care health consultation services for the past three years. This Grantee Agreement replaces the original Grantee Agreement which was renewable for two years. This Grantee Agreement is between the Arizona Early Childhood Development and Health Board "First Things First" and the Gila County Division of Health & Emergency Services for the RNs to continue to provide consultation services to regulated child care providers.

The previous Grantee Agreement No. GRAN-STATE-10-0070-02-Y2 is replaced by Grantee Agreement No. GRA-STATE-13-0502-01.

Evaluation

This program assists child care providers in Gila County to meet all of the requirements enforced by the state. It also provides the child care providers with guidance regarding health and safety issues.

Conclusion

Without this funding Gila County would be unable to provide child care health consultant services to child care centers in Gila County.

Recommendation

It is the recommendation of the Gila County Division of Health and Emergency Services Director to approve Grantee Agreement No. GRA-STATE-13-0502-01 between the Arizona Early Childhood Development and Health Board "First Things First" and Gila County in the amount of $16,920 for the period of July 1, 2012, through June 30, 2013, for the continued provision of child care health consultant services to child care centers in Gila County.

Suggested Motion

Approval of Grantee Agreement No. GRA-STATE-13-0502-01 between the Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Health Department in the amount of $16,920 for the period July 1, 2012, through June 30, 2013.

Attachments

First Things First Grant Renewal GRA-STATE - 13-0502-01

Original Contract

Legal Explanation

GRANTEE AGREEMENT

GRA-STATE-13-0502-01

Between the
Arizona Early Childhood Development and Health Board
(First Things First)
And
Gila County Health Department

WHEREAS, A.R.S. Title 8, Chapter 13, Article 3 charges the Arizona Early Childhood Development and Health Board (also known as First Things First), (hereinafter referred to as GRANTOR) with the responsibility of administering funds.

THEREFORE, it is agreed that the GRANTOR shall provide funding Gila County Health Department (hereinafter referred to as the GRANTEE) for services under the terms of this Grant Agreement.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering Arizona Early Childhood Development and Health Board grant funds.

- **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on July 1, 2012 and shall terminate on June 30, 2013. This agreement is renewable for two (2) additional twelve (12) month extensions, based on satisfactory performance and continued available funding.

III. DESCRIPTION OF SERVICES

The GRANTEE shall provide the following services for the GRANTOR as approved and summarized below:

A. Provide health consultation services by Child Care Health Consultants to child care providers (centers and homes) Refer to Scope of Work, Exhibit A for Child Care Health Consultation.
B. Comply with the Scope of Work Narrative Responses, Implementation Plan and Submit the Grant Management Forms provided by First Things First (Attachments A – G).
NOTE: Narrative Responses, Implementation Plan, Line Item Budget, and Line Item Budget Narrative are required to be submitted prior to this agreement becomes final and is signed by First Things First. Submission is required by May 4, 2012.
C. Agencies and Departments implementing FTF programming are required to coordinate and collaborate with all First Things First grant recipients. Collaboration is critical to developing a seamless service delivery system for children and families.

IV. MANNER OF FINANCING

The GRANTOR shall:

A. This is a 12 month contract for the fiscal year ending June 30, 2013 with an option for renewal for two (2), additional twelve (12) month periods. Total funds available are $16,920 for the first funding period. Renewal will be contingent upon satisfactory contract performance, evaluation and availability of funds.

B. Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the GRANTEE via the First Things First on-line grants management system. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.

C. Prior to processing payment, a review of submitted quarterly program narratives and data submission reports will be conducted as well as a review of any other required submission of programmatic information by the grantor to ensure programmatic requirements have been fulfilled. Timely submission of these reports is also required for payment.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work 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 GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

VI. FINANCIAL AUDIT

GRANTEE agrees to terms specified in A.R.S. §§ 35-214 and 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if GRANTEE expends more than $500,000 from federal awards/dollars, *a copy of the GRANTEE's audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement. Otherwise the annual audit review/statement must be provided to the GRANTOR within thirty (30) days*

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VII. DEBARMENT CERTIFICATION

The GRANTEE agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

VIII. FUNDS MANAGEMENT

The GRANTEE must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. GRANTEE must manage funds according to applicable regulations for administrative requirements, costs principles and audits.

The GRANTEE must maintain adequate business systems to comply with State of Arizona 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. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy (http://gao.az.gov/travel/default.asp).

IX. REPORTING REQUIREMENTS

Regular reports by the GRANTEE shall include:

Programmatic, Data Submission, and Financial Reports

1. The GRANTEE shall provide quarterly program narrative & evaluation data reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. Reporting is submitted via the First Things First on-line grants management system known as Partners and Grant Management System (PGMS) and shall contain such information as deemed necessary by the GRANTOR.

    a. Quarterly Programmatic Narrative & Data Submission Reports are due:

        i. Period: July 1, 2012 – September 30, 2013
            Due: October 20, 2012
        ii. Period: October 1, 2012 – December 31, 2012
            Due: January 20, 2013
        iii. January 1, 2013 – March 31, 2013
            Due: April 20, 2013

iv. April 1, 2013 – June 30, 2013
Due: July 20, 2013

v. The final programmatic report as submitted shall be marked FINAL

b. Financial Reimbursement Reports

i. The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted using the First Things First online grants management system known as Partners and Grant Management System (PGMS). This submission includes a basic line item ledger the detail the type of expense relating to the approved line item budget and validates approved staffing assigned to the project, travel is within the approved state rate limitation, and other line item budget expenditure details.

ii. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than forty-five (45) days after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person designated in Paragraph XLII, NOTICES, of this Agreement.

X. ASSIGNMENT AND DELEGATION

GRANTEE may not assign any rights hereunder without the express, prior written consent of both parties.

XI. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR.

Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XII. SUBCONTRACTORS

The GRANTEE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

The GRANTEE agrees and understand that no subcontract that the GRANTEE enters into with respect to performance under this Agreement shall in any way relieve the GRANTEE of any responsibilities for performance if its duties. The GRANTEE shall give the GRANTOR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the GRANTEE by any subcontractor or vendor which in the opinion of the GRANTEE may result in litigation related in any way to the Agreement with the GRANTOR.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. PROHIBITION ON GOVERNMENT CONTRACTS

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE to provide written assurance within the number of days specified in the demand may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter

of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

GRANTEE assigns to the State of Arizona, GRANTOR any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to GRANTEE toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR 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 GRANTEE in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

XXI. ARBITRATION

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona. First Things First follows all State of Arizona and Federal laws, State of Arizona Uniform Terms and Conditions and in particular abides by the Arizona Uniform Terms and Conditions and Uniform Instructions and are incorporated into this Agreement through reference. These laws include Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to immigration status of its employees. First Things First may request verification for any Grantee, Contractor, or Subcontractor performing work under the agreement. Anyone entering into an Agreement with First Things First is required to follow any and all State laws around immigration and English only. Should First Things First suspect that a grantee is not in compliance with state or federal laws and First Things First may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination, and suspension and/or debarment of the grantee. All costs necessary to verify compliance are the responsibility of the grantee.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Section X Reporting Requirements of this Agreement; provided, however, that the GRANTOR shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are herby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The GRANTEE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State, Local or Federal government.

XXV. LICENSING

The GRANTEE, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The GRANTEE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The GRANTEE shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the GRANTOR.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

First Things First reserves the right to review and comment on any publication, forms or materials funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize First Things First, and First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

First Things First shall have thirty (30) days after receipt of said copies to object to such proposed public dissemination; in which event U of A shall refrain from making such publication or presentation for a maximum of ninety (90) days from the date of receipt of such objection in order for the parties to take appropriate measures to protect such information. Should First Things First deem any publication of such material potentially harmful to the mission of First Things First, First Things First and U of A agree to resolve these objections in a timely manner prior to publication.

Property of the State
When both parties to the Agreement are agencies of the State, the Property shall be considered to be jointly owned. Universities shall have the right to publish; however, First Things First requires notification, review, and comment on any publications.

Ownership of Intellectual Property
When both parties to the agreement are state agencies, the intellectual property shall be considered to be jointly-owned, and the agencies shall agree which party shall be responsible for the management and any potential commercialization of the intellectual property.

XXXI. INDEMNIFICATION

Indemnification Language for Public Agencies ONLY. 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."

XXXII. INSURANCE REQUIREMENTS

Grantee 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 Grantee, 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. First Things First in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that might arise out of the performance of the work under this contract by the Grantee, its agents, representatives, employees or subcontractors, and Grantee is free to purchase additional insurance.

All certificates required by this Contract shall be sent directly to (First Things First, Grants and Contracts Procurement Specialist, 4000 N. Central, Suite 800, Phoenix, AZ 85012). 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 Contract at any time and shall be submitted within 15 days of the Agreement becoming final.

EXCEPTIONS: In the event the Grantee or sub-contractor(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 Grantee or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XXXIII. CONFIDENTIALITY OF RECORDS

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

XXXIV. CONFIDENTIALITY OF GRANTEE 'S INFORMATION

GRANTEE acknowledges that confidentiality provided in A.R.S. § §41-1505.06 (D) and 41-1505.07(J) may be waived with the GRANTEE's consent, and GRANTEE consents to a total and complete waiver of confidentiality. In waiving confidentiality, GRANTEE understand and consents to disclosure of any information submitted to the GRANTOR that concerns the identify, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the GRANTEE or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

XXXV. TERMINATION

a) The GRANTOR reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTEE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The GRANTOR staff shall provide written notice of the termination to the GRANTEE.

b) The GRANTOR may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The GRANTEE shall be liable to the GRANTOR for any excess costs incurred by the GRANTOR in procuring materials or services in substitution for those due from the GRANTEE.

XXXVI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The GRANTEE shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXIX. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the GRANTEE represents and warrants that he or she is duly authorized to execute this Agreement.

XL. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: 1) The GRANTEE shall, and by signing this agreement does, represents that it is in compliance with all federal immigration laws and regulations; 2) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

XLI. Legal Arizona Worker

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

XLII. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

The GRANTEE shall submit notices relative to this Agreement to:

First Things First
Attention: Finance
4000 North Central, Suite 800
Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to:

Gila County Health Department
Division of Health and Community Services
5515 S. Apache Ave., Ste. 100
Globe, AZ 85501

XLIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF **Gila County Division of Health and Emergency Services**	**FOR AND BEHALF OF THE** **Arizona Early Childhood Development And Health Board**
_____	_____
Tommie Cline Martin Chairman, Gila County Board Of Supervisors	Rhian Evans Allvin Chief Executive Officer
_____	_____
Date	Date

Grant Agreement Attachments & Exhibits

Attachment A	Standard Agency Information Collection Form
Attachment B	Key Personnel Overview
Attachment C	Implementation Plan
Attachment D	Line Item Budget Form
Attachment E	Budget Narrative Explanation
Attachment F	Disclosure of Other Funding Sources
Attachment G	Financial Systems Survey

Exhibit A	Child Care Health Consultation Scope of Work
Exhibit B	Child Care Health Consultation Standards of Practice
Exhibit C	First Things First Child Care Health Consultation Model
Exhibit D	Child Care Health Consultation Caseload Guidance
Exhibit E	First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

Attachment A

FIRST THINGS FIRST STANDARD AGENCY INFORMATION COLLECTION FORM

A. Agency Information:

Program Name (if applicable) Gila County Child Care Health Consultant Program

Agency Gila County Division of Health and Emergency Services

Contact Person Lorraine Dalrymple

Address 5515 S. Apache Avenue, Suite 100

Position Health Services Program Manager

Address

Email ldayrymp@co.gila.az.us

City, State, Zip Globe, AZ 85501

Phone 928-402-8807 Fax 928-425-0794

County Gila

Employer **I**dentification **N**umber: 86-6000444

Agency Classification: _____State Agency __X__County Government _____Local Government _____Schools

_____Tribal _____Faith Based _____Other

Have you previously conducted business with First Things First using this EIN? Yes ____**N**

If **NO,** please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application: http://www.gao.az.gov/Vendor/account_setup_home.asp.

In which Congressional (Federal) District is your agency? Enter District # ____1____

http://www.azredistricting.org (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # ____5____

http://www.azredistricting.org (click on Final Maps)

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year? $ $5,500,000.___

What is your organization's fiscal year-end date? 6-30-2012

Accounting Method: _____Cash __X___Accrual

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

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

Agency Miller, Allen & Co., P.C.

Address 5333 North 7th Street, Suite 100, Phoenix, AZ 85014

Phone Number 602-264-3888

B. Proposed Program Information / Description:

Amount requested: $16,920.00

Service area of proposed program: All of Gila County

Target population of proposed program: Gila County Daycare Centers registered with First Things First

Number of Quality First Programs to be served: 5
Number of Quality First Homes to be served: 3

Please provide a **brief** description of the **proposed program** in one or two paragraphs and this will be the source for a public description describing the nature of the program being implemented that will be used by First Things First.

All enrolled Quality First Programs will be serviced by a local Child Care Health Consultant based on their identified needs. The Child Care Health Consultant provides training and resources for a variety of health and safety concerns.

Those Quality First Programs with no current issues will have access via telephone to a warm line where their questions will be answered. If a Quality First Program has an immediate need the Child Care Health Consultant will work with the center by providing training and resources as needed. If a Quality First Program has many health or safety issues the Child Care Health Consultant can provide a variety of intensive , individualized services.

C. Contact Information

First Things First Partner and Grants Management System (PGMS) require four designated contacts for contact with First Things First related to this grant (the same person may be assigned to more than one of the roles, if appropriate).

Main Contact Information – This should be information for the person designated as the Main contact for this grant award and this person can view all information related to this grant (financial, programmatic and data collection/evaluation in nature). This person will also be the primary contact for First Things First and should be the person responsible for ensuring the program plan is implemented. Primary correspondence from First Things First will be sent to this person.

Main Contact Person Lorraine Dalrymple

Position Health Services Program Manager, Gila County Division of Health and Emergency Services

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip ___Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone 928-402-8807 Fax 928-425-0794

Program Contact Information – This should be information for the person designated as the Program contact for this grant award and this person can view information related to this grant for program or data collection purposes only.

Program Contact Person Lorraine Dalrymple

Position Health Services Program Manager, Gila County Division of Health and Emergency Services

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip ___Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone 928-402-8807 Fax 928-425-0794

Financial Contact Information – This should be information for the person designated as the financial contact for this grant award and this person can view information related to this grant for financial purposes only.

Financial Contact Person Sarah Chavez

Position Fiscal Account Clerk, Gila County Division of Health and Emergency Services

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip ___Globe, AZ 85501

Email schavez@co.gila.az.us

Phone 928-402-4332 Fax 928-425-0794

Contact Person Ginnie Scales

Position CCHC Gila County Division of Health and Emergency Services

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip ___Globe, AZ 85501

Email gscales@co.gila.az.us

Phone 928-402-4328 Fax 928-425-0794

Evaluation Contact Information – This should be information for the person designated as the Evaluation contact for this grant award and this person can view information related to this grant for data collection purposes only.

Evaluation Contact Person Lorraine Dalrymple

Position Health Services Program Manager, Gila County Division of Health and Emergency Services

Address 5515 S. Apache Avenue, Suite 100

City, State, Zip Globe, AZ 85501

Email ldalrymp@co.gila.az.us

Phone 928-402-8807 Fax 928-425-0794

In addition, your application may have included information about a collaborating partner/agency. Please replicate this information as many times as necessary to document the participation and agreement to be involved with the application as a collaborating agency/partner.

Collaborator

Agency Gila County Injury Prevention

Address 5515 S. Apache Avenue

Address Suite 100

City, State, Zip Globe, AZ 85501

County Gila

Contact Person Charles Turney

Position Community Health Worker Sr.

Email cturney@co.gila.az.us

Phone (928) 402-8868 x Fax425-0794

Collaborator

Agency Health Start

Address 5515 S. Apache Avenue

Address Suite 100

City, State, Zip Globe, AZ 85501

County Gila

Contact Person Jessica Alexander

Position Community Health Assistant

Email Jtalexander@co.gila.az.us

Phone(928) 402-8810 x Fax425-0794

Collaborator

Agency_____ Contact Person_____

Address_____ Position_____

Address _____ Email_____

City, State, Zip_____ Phone_____x_____ Fax_____

County_____

Attachment B

KEY PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Lorraine Dalrymple Title: Health Services Program Manager FTE on this project: 2%	• Registered Nurse • Staff RN-Pediatrics • RN Pediatric home care • Child Care Health Consultant Certification
Name: Ginnie Scales Title: Public Health Nurse FTE on this project: 9%	• Registered Nurse • Child Care Health Consultant Certification • Early Childhood Education Certificate (2002) • Associate in Child Development
Name: Lucinda Campbell Title: Public Health Nurse FTE on this project: 9%	• Registered Nurse • Child Care Health Consultant Certification
Name: Sarah Chavez Title: Fiscal Acct. Clerk	•25 years of accounting experience •15 years of experience in payroll
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	

***In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project.**

Attachment C

IMPLEMENTATION PLAN: July 1, 2012 – June 30, 2013

Activities	Task	Person Responsible	Date Task Will Be Completed/Timeline	Support Documentation
Preparations	Continue to purchase equipment and supplies for CCHC	Collaboration between Manager and CCHC's	By June 30, 2013	Purchase orders and invoices.
	Purchase incentives for Center	CCHC's	PRN, by end of contract	Purchase orders and invoices.
	Purchase supplies to promote Program	CCHC's	Ongoing	Purchase orders and invoices
Training	Additional trainings for CCHC	Collaboration between Manager and CCHC's	Ongoing	Certificates for attendance and invoices for travel expenses
	Provide review –Meet with CCHC to discuss any concerns	Program Manager	At Monthly Nursing Staff Meeting	Staff Meeting Minutes
Coordination	Set up necessary paperwork and travel needs for CCHC visits	Program Manager and CCHC's	Ongoing	Quarterly reports
	Contact clients requesting assistance	CCHC's	Ongoing`	Care Fax Documentation
	Confirm dates of community health fairs	Program Manager	Ongoing	Attendance to event
Outreach	Participate in Health Fairs with information regarding CCHC's and First Things First.	Program Manager along with CCHC's	September 31, 2012	Purchase orders and invoices. List of Health Fairs Attended
Implementation	Schedule Quality First Visits to provide assessments & assistance as needed.	CCHC's	Ongoing	Carefacts Documentation
	Ensure reports are complete and accurate	Program Manager	Quarterly	Quarterly Reports
Followup	Schedule revisits and needed	CCHC's	Ongoing	Carefacts
	Provide programs assistance as needed	CCHC's	Ongoing	Carefacts

Evaluations	Ensure that all reports are provided to FTF in a timely manner as specified in the contract	Program Manager	Ongoing	Quarterly Reports

Attachment D and E Instructions

How to Complete the Line Item Budget and Budget Narrative

Complete a 12-month budget for the period of July 1, 2012 through June 30, 2013 using the template provided in Attachment E. Please make sure you include a budget narrative as Attachment F.

Please keep in mind items described in a line item budget and in more detail in the budget narrative should describe how the costs were determined and the public purpose for the cost related successfully implementing the project. Please assure that all requested funds follow these guidelines:

- Be necessary and reasonable for proper and efficient performance and administration of First Things First funds.
- Be authorized or not prohibited under State or local laws or regulations.
- Be consistent with policies, regulations, and procedures that apply uniformly to all costs charged and expended by the agency – consistent treatment of costs.
    - For example – a cost may not be assigned to another grant award as a indirect cost if any other cost incurred for the same purposes in like circumstances has been allocated to the First Things First award as an direct cost.
    - For example – a cost for a certain type of expense is charged one rate to another source of funding and a different rate to First Things First - this would not be consistent treatment of costs.
- Be determined in accordance with generally accepted accounting principles.
- Be adequately documented.
- All travel related costs for these trainings and meetings should be included in the Applicant's budget and calculated using the State of Arizona travel rate limitations for mileage, per diem and lodging as described on the budget narrative worksheet. For more information about the state requirements, visit http://www.gao.az.gov/travel/.
- Requests for line item modifications, which do not change the total program funding, shall be requested in writing and shall only be made following receipt of written authorization from First Things First.

Please note the line items included in the budget template represent the types of costs possible for a line item budget these line items may or may not be applicable or appropriate for your Application. Your budget line items requested must fit within one of the categories listed. However, it is expected that you would not need to utilize all of the sample line items.

Attachment D – Line Item Budget

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

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

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		**Personnel Services Sub Total**	**$**
Salaries	Sarah Chavez, Finance Clerk Ginnie Scales, RN, CCHC Lucinda Campbell, RN, CCHC	$2,250 $4,000 $4,000	$2.250 $4,000 $4,000
EMPLOYEE RELATED EXPENSES		**Employee Related Expenses Sub Total**	**$10,250**
Fringe Benefits or Other ERE	Sarah Chavez Ginnie Scales, RN, CCHC Lucinda Campbell, RN, CCHC	$0 $1,560. $1,560.	$0 $1,560. $1,560.
PROFESSIONAL AND OUTSIDE SERVICES		**Professional & Outside Services Sub Total**	**$3,120.00**
Contracted Services			
TRAVEL		**Travel Sub Total**	**$200.00**
In-State Travel Out of State Travel	Travel to Phoenix for FTF Meetings	$200.00	
AID TO ORGANIZATIONS OR INDIVIDUALS		**Aid to Organizations or Individuals Sub Total**	**$0**
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		**Other Operating Expenses Sub Total**	**$**
• Telephones/Communications Services • Internet Access • General Office Supplies • Food • Rent/Occupancy • Evaluation (non-contracted & non-personnel expenses) • Utilities • Furniture • Postage • Software (including IT supplies) • Dues/Subscriptions • Advertising • Printing/Copying • Equipment Maintenance • Professional Development/Staff Training • Conference Workshops/ Training Fees for Staff • Insurance • Program Materials • Program Supplies • Scholarships • Program Incentives	Pens, paper, presentations. 4 classes for parents/staff Nat'l Assoc of Education of Young Children x 2 1 black ink cartridge Calibration of hearing machines Meetings & trainings for FTF – CCHC Posters, coloring books,etc.	$300.00 $200.00 $200.00 $140.00 $380.00 $400.00 $200.00	
CAPITAL EQUIPMENT		**Capital Equipment Sub Total**	**$1,820.00**
Equipment $5,000 or greater in value			
NON-CAPITAL EQUIPMENT		**Non-Capital Sub Total**	**$**
Equipment $4,999 or less in value			
Subtotal Direct Program Costs:			**$**
ADMINISTRATIVE/INDIRECT COSTS		**Total Admin/Indirect**	**$**
Indirect/Admin Costs		$	**$1,530.00**
Total		**$**	**$16,920.00**

Authorized signature_____ Date_____

Attachment E – Budget Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate. ***Please include one narrative that matches the 12 month line item budget categories and subcategories.***

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also, be sure to include the scheduled salary increases on the Budget Form.*
Health Services Program Manager, Lorraine Dalrymple, RN, CCHC, 2% of time = N/C
Lucinda Campbell, RN, CCHC, $44,000/year, 9% = 4,000.00
Ramona (Ginnie) Scales, RN, CCHC, $44,000/year, 9% = $4,000
Sarah Chavez, Finance Clerk, set amount per grant reduced to $2,250.00

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.*
Taxes, health insurance, and State retirement = 39%

Professional and Outside Services: None

Travel: Per Diem for 4 "First Things First" Meetings in Phoenix. ($25 a day times 2 CCHC's)

Aid to Organizations or Individuals: N/A

Other Operating Expenses:

General Office Supplies: Paper, pens, folders $150x 2 CCHC	$300.00
Food – 4 classes at $50/a class	$200.00
Membership/Dues: 2 x Nat'l Association of Education of Young Children (2x $100.00)	$200.00
Printing and Copying (1 black ink cartridge)	$140.00
Calibration of Hearing Equipment (2 X $60.00 and 2 X $120.00)	$360.00
Conference/Workshops – (2 x $200 to cover hotel, and registration	$400.00
Program Incentives – posters, educational material, coloring books	$200.00

Capital Equipment: **N/A**

Non-Capital Equipment: **N/A**

Administrative/Indirect Costs: **$1,530.00 (10%)**

Applicants must list either Option A or Option B and provide proper justification for expenses included:

☒ **Option A - Administrative Costs**: *with proper justification, sub grantees may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project.*

Or ***Option B - Federally Approved Indirect Costs****: If your organization has a federally approved indirect cost rate agreement in place, grantees may include an allocation for indirect costs for up to 10% of the grant request.* ***Applicants must provide a copy of their federally approved indirect cost rate agreement****.*

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized signature_____ Date_____

Tommie Cline Martin, Chairman of the Board of Supervisors

Attachment F

DISCLOSURE OF OTHER FUNDING SOURCES

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

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

Type of Funding (Federal, State, local, other)	Received From	Amount	✓ If used for match on this grant
TOTAL: **0**			

***This table should include only those funds that will support the program detailed in this Application.**

Authorized Signature _____ Date _____

Job Title Tommie Cline Martin, Chairman of the Board of Supervisors

Attachment G:

FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

Name of Applicant: Gila County Childcare Health Consultant Program

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?	● YES ○ NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please **attach** a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	● YES ○ NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please **attach** a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.	○ YES ○ NO
4. Please **attach** a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	○ YES ● NO ○ N/A
6. If you answered YES to question #5, under what section of the IRS code? O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other Specify:_____	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	● YES ○ NO

B. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	○ Manual ● Automated ○ Combination

2. How frequently do you post to the General Ledger?	○ Daily • Weekly ○ Monthly ○ Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	• YES ○ NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	• YES ○ NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time?	• YES ○ NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	• YES ○ NO
7. How does your organization plan to charge common/indirect costs to this grant? **NOTE**: Those organizations using allocable direct charges **must attach** a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate **must attach** a copy of the approval documentation issued by the federal government.	• Direct Charges ○ Utilizing an Indirect Cost Allocation Plan or Rate

C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	• YES ○ NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	• YES ○ NO
3. Are all accounting entries and payments supported by source documentation?	• YES ○ NO
4. Are cash or in-kind matching funds supported by source documentation?	• YES ○ NO
5. Are employee time sheets supported by appropriately approved/signed documents?	• YES ○ NOO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	• YES ○ NO

D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	• YES ○ NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	• YES ○ NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	• YES ○ NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	• YES ○ NO
5. Does the organization maintain written procurement policies and procedures?	• YES ○ NO

E. CONTACT INFORMATION

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared By: Lorraine Dalrymple

Job Title: Health Services Program Manager

Date: 5/22/2012

Phone/Fax/Email: 928-402-8807/928-425-0794/ldalrymp@co.gila.az.us

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.

_____
Authorized Signature
Tommie Cline Martin, Chairman of the Board of Supervisors

G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.
Number of Attachments (please number each attachment): _____

COMMENTS:

EXHIBIT A

I. Brief statement about the scope of work

A. Brief Statement of Need

Early care and education providers are entrusted with young children for hours every day. While providing early education services, they must also keep children safe and protected from injuries and potentially serious infectious diseases. Child care staff also work with parents to promote good social, emotional and physical health for children—all generally without benefit of medical expertise. According to the American Academy of Pediatrics, "following health and safety best practices is an important way to provide quality early care and education for young children". Unfortunately, in many circumstances center staff may have to call multiple resources to answer health related questions, if they can find assistance at all.

Research has shown that many health and safety related issues such as immunization compliance, adherence to medication administration protocols, diapering and handwashing and development of emergency plans directly impact the quality of early care and education programs. Caring For Our Children, the national health and safety performance standards developed by the National Resource Center for Health and Safety in Childcare in partnership with other leading children's health organizations states (Standard 1.6.0.1) that an early care and education facility "should identify and engage/partner with a child care health consultant (CCHC) who is a licensed health professional with education and experience in child and community health and child care and preferably specialized training in child care health consultation".

Child Care Health Consultation has been shown to promote healthy and safe environments for children in child care and encourage early care and education settings (centers and family child care homes) to implement the highest standards of health and safety on behalf of the children in their care. CCHC has been shown to be an essential element in achieving high quality early care and education programs and in maintaining the quality gains made over time.

B. Brief Description of the Strategy

Child Care Health Consultation is one component of the specialized training and technical assistance provided to participants in the Quality First, Quality Improvement and Ratings System. In addition, in some regions CCHC is available to programs not participating in QF. The role of the CCHC is to promote the health and development of children, families, and staff and to ensure a healthy and safe child care environment (11).

The CCHC is not acting as a primary care provider at the facility but offers critical services to the program and families by sharing health and developmental expertise, assessments of child, staff, and family health needs and community resources. The CCHC assists families in care coordination with the medical home and other health and developmental specialists. In addition, the CCHC should collaborate with an interdisciplinary team of early childhood consultants, such as, early childhood education, mental health,

and nutrition consultants. Additional information regarding the scope of work and standards of practice for this strategy are located in Exhibits A and B.

C. The target population for this strategy is regulated early care and education providers who are participating in the Quality Improvement and Ratings System, Quality First. In the Gila region, the number of programs expected to receive tiered service are:

5 QF programs
3 QF homes
0 non QF centers
0 non QF homes

This grantee is expected to provide intensive service to those programs listed above participating in level two and level three services. The remainder of programs in this region will receive level one services via the Telephone Consultation grantee.

II. Scope of Work

Overview of First Things First

On November 7, 2006, Arizonans made an historic decision on behalf of our state's youngest citizens. By majority vote, they made a commitment to all Arizona children 5 and younger, that children would have the tools they need to arrive at school healthy and ready to succeed. The voters backed that promise with an 80-cent per pack increase on tobacco products to provide dedicated and sustainable funding for early childhood services for our youngest children. The initiative created the statewide First Things First board and the 31 regional partnership councils that share the responsibility of ensuring that these early childhood funds are spent on strategies that will result in improved education and health outcomes for kids 5 and younger.

First Things First is designed to meet the diverse needs of Arizona communities. The regional councils are comprised of community volunteers, with each member representing a specific segment of the community that has a role in ensuring that Arizona's children grow up to be ready for school, set for life: parents, leaders of faith communities, tribal representatives, educators, health professionals, business leaders, and philanthropists.

First Things First Strategic Direction

FTF's commitment to young children means more than simply funding programs and services. It means having a shared vision about what being prepared for kindergarten actually means. First Things First specifies that programs and services funded by the FTF Board and Regional Partnership Councils are to address one or more of the following Goal Areas as defined by the statute:

- Improve the quality of early childhood development and health programs.
- Increase the access to quality early childhood development and health programs.
- Increase access to preventive health care and health screenings for children through age five.
- Offer parent and family support and education concerning early childhood development and literacy.
- Provide professional development and training for early childhood development and health providers.
- Increase coordination of early childhood development and health programs and provide public information about the importance of early childhood development and health.

The FTF Board established a strategic framework with a set of school readiness indicators that provide a comprehensive composite measure to show whether young children are ready for success as they prepare to enter kindergarten. The strategies funded by FTF work collectively to develop a comprehensive system across the state and regionally to address the school readiness indicators. The FTF Board and Regional Partnership Councils determine the priorities and strategies to be funded across the state and throughout the regions assessing the challenges and building on the resources and assets in place.

School Readiness Indicators

1. #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
2. #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars
3. #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars
4. #/% of families that spend no more than 10% of the regional median family income on quality care and education with a Quality First rating of 3-5 stars
5. % of children with newly identified developmental delays during the kindergarten year
6. # of children entering kindergarten exiting preschool special education to regular education
7. #/% of children ages 2-5 at a healthy weight (Body Mass Index-BMI)
8. #/% of children receiving timely well child visits
9. #/% of children age 5 with untreated tooth decay
10. % of families who report they are competent and confident about their ability to support their child's safety, health and well being

Scope of Work: What Strategy Will This Grant Fund and How Will It Make a Difference for Children?

Statement of need

Early care and education providers are entrusted with young children for hours every day. While providing early education services, they must also keep children safe and protected from injuries and potentially serious infectious diseases. Child care staff also work with parents to promote good social, emotional and physical health for children—all generally without benefit of medical expertise. According to the American Academy of Pediatrics, "following health and safety best practices is an important way to provide quality early care and education for young children". Unfortunately, in many circumstances center staff may have to call multiple resources to answer health related questions, if they can find assistance at all.

Research has shown that many health and safety related issues such as immunization compliance, adherence to medication administration protocols, diapering and handwashing and development of emergency plans directly impact the quality of early care and education programs. Caring For Our Children, the national health and safety performance standards developed by the National Resource Center for Health and Safety in Childcare in partnership with other leading children's health organizations states (Standard 1.6.0.1) that an early care and education facility "should identify and engage/partner with a child care health consultant (CCHC) who is a licensed health professional with education and experience in child and community health and child care and preferably specialized training in child care health consultation".

Child Care Health Consultation has been shown to promote healthy and safe environments for children in child care and encourage early care and education settings (centers and family child care homes) to implement the highest standards of health and safety on behalf of the children in their care. CCHC has been shown to be an essential element in achieving high quality early care and education programs and in maintaining the quality gains made over time.

Description of strategy including Standards of Practice
Child Care Health Consultants are specially trained health professionals who provide consultation and support to child care providers on a variety of health and safety issues that might be encountered in out of home child care settings. In Arizona, the service is primarily delivered in Quality First (QF) participating programs although there are some regions who have the service available to all providers regardless of participation in QF.

The program has three service levels available to participants.

- Level one, which consists of a telephone warmline that providers can call to ask health and safety related questions. A trained CCHC is available to provide assistance to callers on a variety of subjects. This level is for programs who are not appropriate for, or who do not wish to participate in more intensive CCHC services.
- Level two is for providers who are encountering a specific, acute health and safety related issue that requires expert intervention by a health professional. This is not a long term service but rather a short term option to address a particular problem that has arisen. Some examples of this include, but are not limited to, a newly enrolled child with a chronic disease issue (diabetes, asthma) that staff are not adequately trained to address, or a communicable disease outbreak that needs containment.
- Level three is an intensive service delivery level. Programs participating in this level will receive a health and safety assessment and follow up services that are specific to their individualized needs. They will follow a care pathway to address the most common health and safety needs encountered in child care programs. This level of services requires approximately a 12-18 month time commitment. Additional information regarding the services that might be delivered at this level is available in the CCHC Handbook and the attached FTF CCHC Model Document (Exhibit C).

Participating programs can and will be expected to move between these service levels as appropriate based upon multiple factors that might include self selection, a coaching referral, or an external referral (such as might be made by a local health department) however, they may only participate in one level at a time.

Responsibilities of the grantee delivering CCHC services are detailed below.

I. Hiring of staff

a. Hiring staff to deliver CCHC services in all FTF regions outlined in the geographic boundaries and target population description below .
   The grantee is responsible to assure that tiered Child Care Health Consultation services are delivered regionally, under the model outlined by First Things First to:
   1. All programs participating in the Quality First program
   2. In participating regions, to licensed or regulated child care homes or centers not participating in Quality First.
b. Provide day to day supervision, salary and benefits, practice liability protection and any other employee-related services comparable to other employees in the same employee classification
c. Determining staffing assignments in all assigned regions
d. The grantee is responsible to assure that all staff hired to deliver Child Care Health Consultation Services meet the following requirements:

i. The child care health consultant should have a minimum of a bachelor's degree and can be a MD, pediatrician , pediatric nurse practitioner, pediatric or community health nurse, or a health professional with expertise in mental health, nutrition, health education, oral health, environmental health, and/or emergency management.
ii. Must have completed the sixty (60) hour National Training Institute (NTI) for Child Care Health Consultants curriculum program PRIOR to the beginning work as a CCHC.
iii. A minimum of one year experience in a public health setting.
iv. Remain current on all professional licensure/certifications which qualify the CCHC to perform services related to this contract either directly or through subcontracts
v. The Child Care Health consultant must have experience in providing consultation to and interacting with child care settings including family child care.
vi. The Child Care Consultant must have knowledge of the following:
    1. Child development and family dynamics
    2. Immunization Schedules
    3. ADHS Child Care Licensure
    4. Accreditation Systems
    5. Quality Indicators
    6. Adult Learning
    7. Community Resource
    8. Injury Prevention
    9. Recognition and Reporting requirements for child abuse and neglect
    10. Health Care Systems in the service area
vii. The Child Care Consultant must have developed skills in the following:
    1. Interpersonal Communication
    2. Training of Adult Learners
    3. Facilitation
    4. Consultation Strategies
    5. Collaborative Problem Solving
    6. Cultural Responsiveness
    7. Team Process
    8. Computer Data Entry

II. Delivery of CCHC services

a. Provide Level two and Level three tiered services, as outlined by First Things First, described in Exhibit B, FTF Standards of Practice, CCHC; Exhibit C, CCHC Model; and Exhibit D Caseload Guidance Document. Additional requirements are outlined in the CCHC Handbook which

can be found at
http://www.azftf.gov/WhatWeDo/Programs/Documents/CCHC%20Handbook3.31.10.pdf

b. Tiered Health Care Health Consultation services are delivered statewide, under the model outlined by First Things First to:
   1. All programs participating in the Quality First program
   2. In participating regions, to licensed or regulated child care homes or centers not participating in Quality First.
c. An updated list of providers participating in Quality First as well as a listing of regions participating in Non Quality First CCHC programming will be provided to the grantees by First Things First
d. Collaborate with Telephone Consultation Grantee to develop and maintain a process for referring callers from the Warm line to receive level two and level three services in the assigned regions
e. Collaborate with Telephone Consultation Grantee to develop and maintain a resource and referral listing for assigned regions
f. Participate in initial and ongoing training in use of the Carefacts data entry system
g. Enter data on all service delivery activities into the Carefacts system in an accurate and timely fashion as outlined by the CCHC handbook
h. Collaborate with the FTF CCHC Program Manager, and the Training Grantee on an continuous quality improvement process
i. Assist training grantee in identifying child care provider staff who might be interested in participating in Health Champion Training

III. Evaluation and Data Reporting Requirements

a. Collecting and reporting all data as required by FTF regarding program activities. This is currently already done through the Carefacts program.
b. Provide analysis of performance data and outcomes.
c. Provide ongoing assessment and recommendations for CCHC system development and refinement in support of the goals of First Things First.
d. A review of consultation services is provided for all First Things First statewide and Regional Council consultation sites and an independent system report regarding the strengths of the services delivered is submitted to FTF quarterly
e. On not less than a monthly basis, review performance and outcome data related to assessment, intervention and evaluation within the FTF-selected documentation system.
f. The CCHC will document activities and services utilizing the computerized documentation system designated by Quality First. The CCHC will:

   i. Attend training on the Omaha System of Documentation and the CareFacts computerized charting system.
   ii. Be prepared to have the CareFacts software installed on the laptop provided by the contractor at the CareFacts training.
   iii. Keep all charting of visits and activities current within 5 working days of performance.
   iv. Maintain a signed, printed record of information and activities as the legal chart.
   v. Perform the CareFacts update procedure at least every 5 days.

First Things First School Readiness Indicators related to this strategy:

FTF is seeking successful applicants to implement this strategy and work collectively with FTF to impact the school readiness indicators below:

- #/% children demonstrating school readiness at kindergarten entry in the development domains of social-emotional, language and literacy, cognitive, and motor and physical
- #/% of children enrolled in an early care and education program with a Quality First rating of 3-5 stars
- #/% of children with special needs enrolled in an inclusive early care and education program with a Quality First rating of 3-5 stars
- % of children with newly identified developmental delays during the kindergarten year
- #/% of children ages 2-5 at a healthy weight (Body Mass Index-BMI)
- % of families who report they are competent and confident about their ability to support their child's safety, health and well being

First Things First Goal Area to be addressed:
Health

Target Population to serve

The target population for this strategy is regulated early care and education providers who are participating in the Quality Improvement and Ratings System, Quality First. In the Gila region, the number of programs expected to receive tiered service are:

5 QF programs
3 QF homes
0 non QF centers
0 non QF homes

This grantee is expected to provide intensive service to those programs listed above participating in level two and level three services. The remainder of programs in this region will receive level one services via the Telephone Consultation grantee.

Geographic Area

The Gila Regional Partnership Council provides services to the communities of Gila County and the Tribal lands of the Tonto Apache Tribe. The Gila Region does not include the portion of the Fort Apache Indian Reservation (lands of the White Mountain Apache Tribe) within Gila County, nor the portion of the San Carlos Apache Indian Reservation within Gila County.

Coordination and Collaboration
First Things First prioritizes coordination and collaboration among early childhood service providers as critical to developing a seamless service delivery system for children and families. As a result of coordination and collaboration, services are often easier to access and are implemented in a manner that is more responsive to the needs of the children and families. Coordination and collaboration may also result in greater capacity to deliver services because organizations are working together to identify and address gaps in service. Grant partners must demonstrate capacity to work with and participate in coordination and collaboration activities occurring within the First Things First region being served. This may include but is not limited to participating in regular meetings. Depending upon the strategy, there may be additional statewide meetings which the Grant partners may be asked to attend, as noted in the Scope of Work. In order to accomplish this, Grant partners should plan the appropriate staffing and budget to support travel to and attendance at monthly meetings within the regional area or statewide meetings, as appropriate.

Program Specific Data Collection and First Things First Evaluation

Grant partners agree to participate in the FTF evaluation and any program specific evaluation or research efforts. Data collection and FTF evaluation activities are directly connected with the Goals, Performance Measures and Units of Service aligned to the strategy described in this scope of work.

When services are provided to more than one region (multi-regional strategies), the grant partner must collect and store client data for each region served through the grant agreement.

Unit of Service and related Target Service Number Definition:

A Unit of Service is a FTF designated indicator of performance specific to each FTF strategy. It is composed of a unit of measure and a number (Target Service Number). A Unit of Measure/Service can be a target population and/or a service/product that a grantee is expected to serve as part of an agreement. The Target Service Number represents the number of units (e.g. target population) proposed to be served or number of products/services proposed to be delivered during the contract year.

For example, for the FTF strategy Home Visitation the FTF Unit of Service is "number of families served" and a Target Service Number of 50 represents the number of families the Applicant proposes to serve during the contract period. All FTF applicants must clearly state in the proposal a target service number for each strategy specific Unit of Service.

Performance Measures Definition:

Performance Measures measure (1) key indicators of performance (i.e. Unit of Service); (2) basic implementation of strategy; (3) alignment of program activities to strategy specific standards of practice, (4) performance or progress toward pre-established strategic goals. Performance measures may include the level or type of program activities conducted (e.g. serving families/children through home visits) and/or the direct services and products delivered by a program (e.g., providing scholarships).

Grant partners must have capacity to collect and submit FTF data requirements, securely and confidentially store client data, and utilize data to assess progress in achieving desired outcomes of the proposed strategy. Units of Service, Target Service Numbers, and Performance Measures outline how quarterly data submissions will be evaluated according to the contracted deliverables and standards of practice for that contract. Additionally, they are used by FTF to determine the key impacts of the strategies, programs and approaches being implemented.

Grant partners will be provided with data reporting requirements by FTF and will meet the requirements of the FTF evaluation including, but not limited to, timely and regular reporting and cooperation with all FTF evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission of data (as identified in data reporting templates designed for each strategy) through the FTF secure web portal known as PGMS.

Grant partners are required to collaborate with any FTF external evaluation activities , which means collaborating with external evaluation-led child assessment activities. Collaborative activities may include tracking and reporting data pertaining to participant attendance, enrollment, and demographic information. In addition, Applicants agree to allow FTF and evaluation consultants of FTF to observe

program activities on site and successful applicants must collaborate with FTF led and initiated evaluation activities to encourage parent consent for data collection. (Standards for data security for this strategy are found in Exhibit C.)

Units of Service and Performance Measures that are aligned to the Goal for the purposes of this RFGA are as follows:

Unit of Service:

- 3 home based providers served
- 5 center based providers served

Performance Measures:

- Number of home based providers served/proposed service number
- Number of center based providers served/proposed service number
- Number and percentage of early care and education programs served by a CCHC improving their Quality First rating

For more information on FTF Goal Areas, Goals and Performance Measures, please reference the FTF Strategy Toolkit at:
http://www.azftf.gov/pages/webmain.aspx?PageID=2D427ADB35B34BB09F353B77B74AB9BA

Exhibit B

FIRST THINGS FIRST

Ready for School. Set for Life.

Standards of Practice
Child Care Health Consultation

I. Description of Health Issue

Child care providers are entrusted with young children for hours every day. While providing early education services, they must also keep children safe and protected from injuries and potentially serious infectious diseases. Child care staff also work with parents to promote good social, emotional and physical health for children—all generally without benefit of medical expertise. Center staff may have to call multiple resources to answer health related questions.

Child Care Health Consultants (CCHCs) are experts in children's health who are available to support child care providers and to assure that children are safe, healthy and ready to succeed.

CCHCs help child care staff to improve health and safety in child care facilities. They also provide advice on the well-being of a single child, with the view toward training child care staff to prevent and intervene appropriately in future occurrences. CCHCs provide a one-stop health resource through:

- Onsite and telephone guidance and consultation
- Staff training on health and safety best practices and requirements
- Reviews of and assistance to develop health, safety, and nutrition policies and practices
- Provide links and referrals to community resources
- Develop and provide information for parents

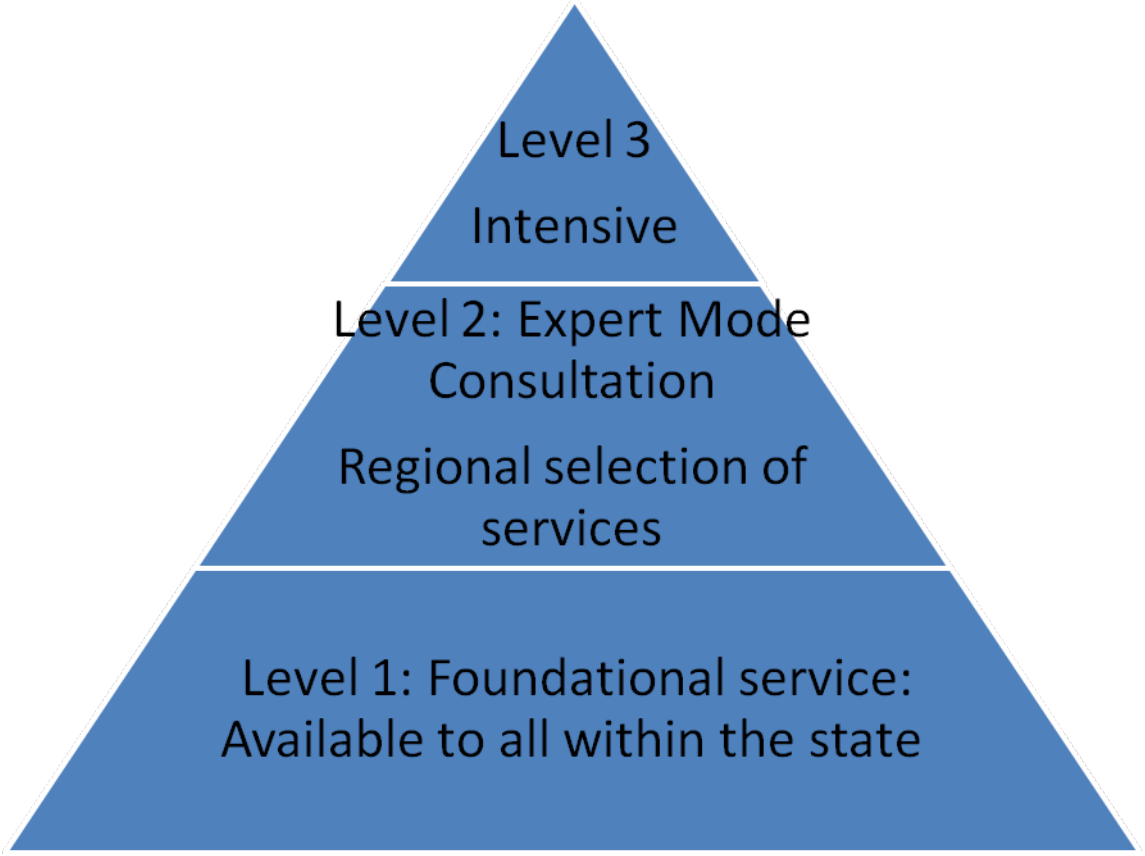
CCHCs have specific training following the National Training Institute (NTI) Child Care Health Consultation curriculum. They are prepared to train child care staff to talk with families about health topics such as oral health, nutritional eating and weight control, developmental screening, and the value of physician well-child exams and immunizations.

II. Implementation Standards

The First Things First Child Care Health Consultation Model is depicted on the following page:

Exhibit C

First Things First Child Care Health Consultation Model



Level One Services include:

- Provide Professional Development and Training to Quality First Coaches.
- Provide technical assistance via a warm line for child care providers and coaches
- Provide additional consultation, problem solving by telephone.

Level Two Services include Level One services as well as:

- Expert Mode Child Care Health Consultation to programs with a specifically identified health need.
- Provide Health Champion Training for Early Childcare and Education Professionals who have identified a desire to participate.
- Participate with other team members such as the Quality First coach and contractors to implement the program improvement plan and assist child care providers to meet the health and safety objectives outlined in the approved plan.

Level Three Services include Level One and Two services as well as:

- Collaborative Mode Child Care Health Consultation to programs that have been identified and given consent for this level of services.
- A health and safety assessment.

A. ***Programs implementing community health education efforts will include:***

1. Provide tiered health consultation services by Child Care Health Consultants to regulated child care providers (centers and homes) enrolled in Quality First, the quality improvement and rating system created by the First Things First.
2. Provide tiered health consultation services to regulated child care providers that are not participants of Quality First, if appropriate.
3. Provide day to day supervision, salary and benefits, practice liability protection and any other employee-related services comparable to other employees in the same employee classification.
4. Support the Child Care Health Consultant to participate in technical assistance/mentoring visits from the First Things First designated statewide support and quality assurance agency. Receive, review and resolve quality performance issues.
5. Assure the CCHC remains current with professional licensure/ certifications which qualify the CCHC to perform services related to this contract.
6. Provide and maintain an adequate workspace for the CCHC and provide telephone and internet access.
7. Provide a multimedia projector and laptop computer.
8. Support local travel and instate travel to serve designated child care centers and homes within the region and to attend Quality First-required meetings and training sessions. Provide an agency vehicle or mileage reimbursement for miles traveled in the CCHC's insured personal vehicle.
9. Support CCHC to attend continuing education provided by First Things First's statewide administrative entity.

B. ***Child Care Health Consultants will:***

1. Provide Child Care Health Consultation services in accordance with the First Things First Technical Assistance model and the Child Care Health Consultation handbook for delivery of services.
2. Complete a Health and Safety assessment of participating programs to identify and prioritize each programs individual needs
3. Provide three tiered Child Care Health Consultation services (as appropriate and funded) to regulated child care providers as described below.
4. For programs receiving Level Three services, either join the Quality First coach or schedule an initial meeting with the child care center director or child care home provider to be introduced; to provide an overview of the CCHC program; review health and safety issues identified in the assessment; provide guidance documents such as the Arizona Health and Safety Policy Manual for child Care Centers and other guidance documents that may be identified by Quality First; and plan for ongoing consultation.
5. For those not enrolled in the Quality First program who are receiving Level Three Services schedule a meeting with the child care center director or child care home provider to introduce themselves: provide an overview of the CCHC program; provide guidance documents such as the Arizona Health and Safety Policy Manual for Child Care Centers and other guidance documents; and the plan for ongoing consultation.

6. For those not enrolled in the Quality First program that are receiving Level Three services, complete an assessment of the child care center or home to identify priority areas to be addressed.
7. Provide additional review of child care facility and/or staff needs that may include:
   - Indoor health and safety hazards to children and child care staff;
   - Injury prevention and Safe, Active Play;
   - Health and safety practices of child care staff (i.e. hand washing, sanitation, dental health, physical fitness, nutrition; Serve as a resource to other agencies, organizations and educational institutions which provide consultation, monitoring or resources to child care programs.
   - Measures and practices to prevent, recognize, and report communicable diseases, including staff and parent education;
   - Procedures for documenting and reporting children's immunizations;
   - Health and safety polices, illness and injury logs;
   - The status of child care provider' inclusion of children with special needs;
   - Participate in emergency preparedness plan;
   - Communication among the child care provider, parent, and primary care provider;
   - Medication administration, recording, and storage;
   - Determine health insurance and health care access; and other identified child health and safety concerns.
   - Guidance, support, referrals and access to care coordination for families and child care providers to access mental health consultation and educational services for the family, children, or child care providers.
   - Educate children, their families and child care providers about child development, mental and physical health, safety, nutrition and oral health issues.
8. Provide additional education and training in group settings off site in conjunction with Quality First Coaches or other FTF funded program staff.
9. Provide, as appropriate and in accordance with the Child Care Health Consultation Handbook, developmental and sensory screening and limited delivery of immunizations.
10. Document activities and services utilizing the computerized documentation system designated by First Things First including:
    - Attend training on documentation requirements and computerized charting system.
    - Keep all charting of visits and activities current within 5 working days of performance.
    - Maintain a signed, printed record of information and activities as the legal chart.
11. Participate in CCHC systems development and marketing activities within the local community.
    - Participate in First Things First systems development meetings, regional council meetings, and other events as appropriate.
    - Provide community presentations regarding the role of child care health consultation in improving the status of health and safety in child care programs.
    - Collect/report data, surveys, evaluation reports or other elements requested by FTF or quality assurance personnel.

III. Training and Qualifications Standards

1. The child care health consultant should have a minimum of a bachelor's degree and be a pediatrician, pediatric nurse practitioner, pediatric or community health nurse, or a health professional with expertise in mental health, nutrition, health education, oral health, environmental health, and/or emergency management.
2. Must have completed the sixty (60) hour National Training Institute (NTI) for Child Care Health Consultants curriculum program PRIOR to the beginning work as a CCHC.
3. A minimum of one year experience in a public health setting.
4. The Child Care Health consultant must have experience in providing consultation to and interacting with child care settings including family child care.
5. The Child Care Consultant must have knowledge of the following:
   - Child development and family dynamics
   - Immunization Schedules
   - ADHS Child Care Licensure
   - Accreditation Systems
   - Quality Indicators
   - Adult Learning
   - Community Resource
   - Injury Prevention
   - Recognition and Reporting requirements for child abuse and neglect
   - Health Care Systems in the service area
6. The Child Care Consultant must have developed skills in the following:
   - Interpersonal Communication
   - Training of Adult Learners
   - Facilitation
   - Consultation Strategies
   - Collaborative Problem Solving
   - Cultural Responsiveness
   - Team Process
   - Computer Data Entry

IV. Cultural Competencies

Programs will also implement the following best practices and standards related to Cultural Competencies:

- To address cultural competency objectives, early childhood practitioners /early childhood service providers shall ensure that children and families receive from all staff members and program participants effective, understandable, and respectful care that is provided in a culturally competent manner. Early childhood practitioners /early childhood service providers should ensure that staff and participants at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery. Early childhood practitioners/early childhood service providers should develop participatory, collaborative partnerships with

communities and utilize a variety of formal and informal mechanisms to facilitate community and family-centered involvement to ensure that services are delivered in a manner that is consistent with the National Standards on Culturally and Linguistically Appropriate Services and/or the National Recommendations on Cultural and Linguistic Competence for the National Association for the Education of Young Children." http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15 http://www.naeyc.org/positionstatements/linguistic

- Service providers should understand individual Tribes/Nations are distinct and separate communities from other Tribes/Nations and their governmental systems and structures are not reflective of each other. Services to Tribal communities and on reservations must be provided in a manner compatible with the Tribe's/Nation's cultural beliefs and practices, to include the preferred language of the community. Services must also be provided in accordance with the Tribe's/Nation's laws, policies and procedures. The effectiveness of services is directly related to the provider's consideration of the beliefs, customs and laws of the Tribe/Nation.
- Service providers can obtain information about providing services on tribal lands from a variety of sources. These include the FTF Regional Coordinator, Regional Council members, tribal websites and publications, as well as official representatives of the Tribe/Nation such as the governing body, standing committees and authorized departments.
- It is highly recommended that service providers seek guidance from one or more of these sources before initiating services on reservations. Failure to do so could result in contraventions of cultural beliefs, Tribal laws or sovereignty.
- The ideal applicant will demonstrate their ability to operate within these parameters through prior experience working with Tribes/Nations, demonstrating that staff are culturally competent, partnerships with agencies serving Native American families, knowledge of cultural beliefs, customs and laws of the Tribe/Nation or a combination of these elements.
- Related to data collection, evaluation or research activities:
    - In the United States, Native American Tribes are considered autonomous nations with all of the rights and responsibilities of a nation. Understanding this, Native American Tribes are charged with protecting the health and safety of their people. To this end, Tribes have full ownership over any data collected within their reservation boundaries. This means that Tribes can allow or not allow any program to collect data from or related to any early childhood development and health program or activities on the reservation.
    - Any grantee implementing programs in tribal communities must have official tribal permission to collect and utilize sensitive data from or related to any early childhood development and health program or activities. Such data can include but not be limited to:

        - Morbidity and mortality among children members of their communities
        - Information regarding child safety and welfare
        - Information regarding children in foster care

- Infectious and chronic disease information among members of their communities
- BMI and healthy weight information beginning at age 2 years and each year after that

V. References and Resources

American Academy Of Pediatrics, American Public Health Association, National Resource Center for Health and Safety in Child Care and Early Education. 2011. Caring for our children: National health and safety performance standards; Guidelines for early care and education programs. 3rd edition. Elk Grove Village, IL: American Academy of Pediatrics; Washington, DC: American Public Health Association. Also available at http://nrckids.org.

CCHP (2006). *A Curriculum for Child Care Health Advocate,* First Edition. Oakland, CKA; Author.

Exhibit D

DRAFT

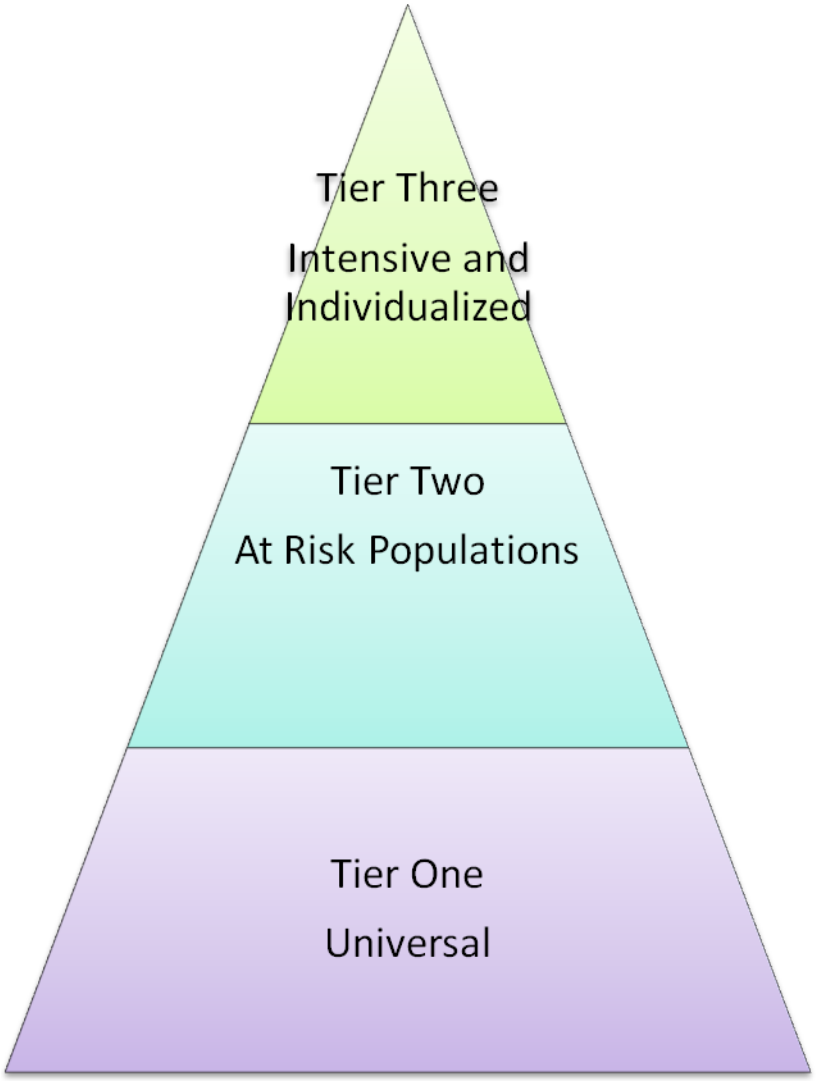
Child Care Health Consultation

Caseload Guidance

The U.S. Department of Health and Human Services (HHS) defines Caseload as" the number of cases (children or families) assigned to an individual worker in a given time period. Caseload reflects a ratio of cases (or clients) to staff members and may be measured for an individual worker, all workers assigned to a specific type of case, or all workers in a specified area"
Workload is defined as "The amount of work required to successfully manage assigned cases and bring them to resolution. Workload reflects the average time it takes a worker to (1) do the work required for each assigned case; and (2) complete other non-casework responsibilities ".
Caseload Management refers to the ability to manage a number of clients within a given amount of time and provide optimal services.
A number of factors influence the ability to effectively manage a caseload. Beginning on July 1, 2012, First Things First is implementing a points system for Caseload Management. The following guidelines are intended to assist Child Care Health Consultation grantee's to determine how many clients each staff person can manage. There may be other factors not included here, that have a significant impact on caseloads such as the experience level of the CCHC or the background and skills of a particular client. If these other factors are present, each grantee is expected to document their reasons for adjusting the caseload appropriately.

1. Maximum of 35 points per FTE
2. Maximum caseload of 25 clients total per FTE
3. Each level 3 program automatically gets one (1) point
4. Each level 2 program automatically gets .75 points
5. Add ½ point for any of the following:
    a. Large program based upon number of classrooms OR total daily enrollment
    b. Excessive distance or travel time
    c. Significant language barrier
6. Add ¼ point for any of the following:
    a. Star rating of 1 or 2

Each grantee will be asked to document and track staff monthly caseloads over time. Caseloads will be reviewed periodically using caseload tracking and time logs in Carefacts. Assuring that data entry of staff time in Carefacts is accurate will be vital in assuring that we have caseloads that allow the best possible services can be delivered to providers.
Resources
U.S. Department of Health and Human Services: Child Welfare Information Gateway. Available online at www.childwelfare.gov/pubs/case_work_management/



Tier three programs will receive

1. A health and safety assessment
2. Collaborative mode consultation services
3. Individualized instruction and training on health needs *utilizing the care pathway*
4. All services available in tiers one and two

Tier two programs will receive

1. Expert mode consultation services to address an identified health need
2. An opportunity to identify and have trained an on site Health Champion
3. Participate in implementation of the QIP, if appropriate
4. All services available in tier one

Tier one programs will receive

1. Coaches who have received professional development on identification of health and safety issues
2. Technical assistance via a warm line for providers and/or coaches
3. Telephone consultation/problem solving services with a trained CCHC

Exhibit E

First Things First - Arizona Early Childhood Development and Health Board Data Security Guidelines and Requirements for Collaborators

BACKGROUND:
The purpose of First Things First is to aid in the creation of a system that offers opportunities and supports for families and communities in the development of all children so they can grow up healthy and ready to succeed. Our work is accountable and transparent to decision-makers and the citizens of Arizona. Collaboration and direct funding of grantees to undertake work on behalf of the children and families of Arizona is fundamental to the purpose and mission of FTF. Regular submission of data related to funded work is an important part of ensuring accountability and maximum positive impact for young children.

Data Security Guidelines for Data Submission to FTF
The Arizona Early Childhood Development and Health Board (First Thing First - FTF) will ensure that resources allocated have maximum impact for the benefit of children and families. To ensure this accountability, FTF will establish data reporting requirements for all state and regional grantees. All funded providers will regularly submit programmatic and financial reports as identified in the FTF reporting requirements.
FTF data submissions are classified in one of three levels:

- **Public data**
- **Limited distribution data**
- **Confidential data**

The majority of FTF reporting submissions are completed through the FTF Partner and Grants Management System (PGMS). Subsequent to the award of a FTF contract, the grantee will receive general training on login and navigation within the PGMS system. With this login the grantee will be able to manage their contract information. An additional training on strategy-specific data submission requirements will also be conducted. During that training the grantee will be informed on submission of data reporting requirements through PGMS. All data submitted through PGMS is **public data** or **limited distribution data**. Because PGMS is located in a secure extranet environment, grantees using PGMS for data submission are not required to undertake additional security measures related to their data submission above those identified in the general and data submission orientations (password and login security, guidelines for upload of narrative and other reports).

A small group of grantees submit data requirements, through agreement between the grantee and FTF, directly through the FTF extranet, rather than a PGMS web-based entry form. These data are likely to contain limited distribution data and must follow the following protocols. Data structure agreement, Login, ftp, revision request. Grantees that submit data through the FTF extranet must ensure that limited distribution data may not be intercepted or viewed at any time by parties other than the grantee and FTF and that throughout the reporting and submission process the data are secured.

Any grantee submitting data identified as confidential must file a formal data security policy with FTF. Confidential data will not be a part of standard data submission requirements. Grantee general orientation and data reporting orientation will identify data requirements as public data, limited distribution data, and/or confidential data.

Data Security Guidelines for Grantee Maintenance of Data

In order to submit data to FTF in fulfillment of reporting requirements, grantees must keep all data collected for their program(s) within their system (database) or hardcopies. While FTF data submissions are generally aggregated and contain no individually identifying information, grantee data is likely to contain highly sensitive information on individuals, their education and their health. These guidelines and requirements are for the maintenance of those data.

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

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

GRANTEE AGREEMENT

GRA-STATE-10-0070-01

Between The
Arizona Early Childhood Development and Health Board
And
Gila County Division of Health and Community Services

WHEREAS, A.R.S. Title 8, Chapter 13 charges the Arizona Early Childhood Development and Health Board (hereinafter referred to as GRANTOR) with the responsibility of administering funds.

THEREFORE, it is agreed that the GRANTOR shall provide funding to Gila County Division of Health and Community Services (hereinafter referred to as the GRANTEE) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering Arizona Early Childhood Development and Health Board grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on March 1, 2010 and shall terminate on June 30, 2010.

III. DESCRIPTION OF SERVICES

1. The GRANTEE shall provide the following summarized services for the GRANTOR as approved and summarized below:

   a. Provide health consultation services by Child Care Health Consultants to regulated child care providers (centers and homes) enrolled in Quality First, the quality improvement and rating system created by the Early Childhood Development and Health Board (ECDHB)
   b. Provide health consultation services to regulated child care providers that are not participants of Quality First.
   c. Provide day to day supervision, salary and benefits, practice liability protection and any other employee-related services comparable to other employees in the same employee classification.
   d. Support the Child Care Health Consultant to participate in technical assistance/mentoring visits from the First Things First designated statewide support and quality assurance agency. Receive, review and resolve quality performance issues.
   e. Assure the CCHC remains current with professional licensure/ certifications which qualify the CCHC to perform services related to this contract.

f. Provide and maintain an adequate workspace for the CCHC and provide telephone and internet access.
g. Provide books and materials as appropriate.
h. Provide a multimedia projector and laptop computer.
i. Support local travel and instate travel to serve designated child care centers and homes within the region and to attend Quality First-required meetings and training sessions. Provide an agency vehicle or mileage reimbursement for miles traveled in the CCHC's insured personal vehicle.
j. Support CCHC to attend continuing education provided by First Things First's statewide administrative entity.
k. Evaluation: Curriculum Vitae or professional resume of hired CCHC.
l. Submit the Grant Management Forms provided by First Things First (Attachments B - E) and return prior to August 31, 2009.

2. The contractor's CCHC(s) will provide consultation, technical assistance, case coordination and case management to child care programs in the designated service area

Service methodology: For all child care centers and homes

a) If applicable, participate with other team members such as the Quality First coach and contractors to implement the program improvement plan and assist child care providers to meet the health and safety objectives outlined in the approved plan.
b) Either join the Quality First coach or schedule an initial meeting with the child care center director or child care home provider to be introduced; to provide an overview of the CCHC program; review health and safety issues identified in the assessment; provide guidance documents such as the Arizona Health and Safety Policy Manual for child Care Centers and other guidance documents that may be identified by Quality First; and plan for ongoing consultation.
c) For those not enrolled in the Quality First program, schedule a meeting with the child care center director or child care home provider to introduce themselves: provide an overview of the CCHC program; provide guidance documents such as the Arizona Health and Safety Policy Manual for Child Care Centers and other guidance documents; and the plan for ongoing consultation.
d) For those not enrolled in the Quality First program, complete an assessment of the child care center or home to identify priority areas to be addressed.
e) Provide additional review of child care facility and/or staff needs that may include:
    i. Indoor health and safety hazards to children and child care staff;
    ii. Injury prevention and Safe, Active Play;
    iii. Health and safety practices of child care staff (i.e. hand washing, sanitation, dental health, physical fitness, nutrition; Serve as a resource to other agencies, organizations and educational institutions which provide consultation, monitoring or resources to child care programs.
    iv. Measures and practices to prevent, recognize, and report communicable diseases, including staff and parent education;
    v. Procedures for documenting and reporting children's immunizations;
    vi. Health and safety polices, illness and injury logs;
    vii. The status of child care provider' inclusion of children with special needs;
    viii. Emergency preparedness plan;
    ix. Communication among the child care provider, parent, and primary care provider;
    x. Medication administration, recording, and storage;

xi. Health insurance and health care access; and other identified child health and safety concerns.
xii. Guidance, support, referrals and access to care coordination for families and child care providers to access mental health consultation and educational services for the family, children, or child care providers.
xiii. Educate children, their families and child care providers about child development, mental and physical health, safety, nutrition and oral health issues.

c. This initial consultation visit protocol may be repeated when the director of a facility has changed.
d. Provide additional consultation, problem solving by telephone,
e. Provide additional education and training in group settings off site in conjunction with Quality First Coaches or other ECDHB staff.

Evaluation: Monthly report of activities in a format provided by FTF.

3. The CCHC will document activities and services utilizing the computerized documentation system designated by Quality First. The CCHC will:

   a. Attend training on the Omaha System of Documentation and the CareFacts computerized charting system.
   b. Be prepared to have the CareFacts software installed on the laptop provided by the contractor at the CareFacts training.
   c. Keep all charting of visits and activities current within 5 working days of performance.
   d. Maintain a signed, printed record of information and activities as the legal chart.
   e. Perform the CareFacts update procedure at least every 5 days.

Evaluation: Attendance at CareFacts training, onsite chart review.

4. The contractor's CCHC will participate in CCHC systems development and marketing activities within the local community.

Service methodology: The contractor's CCHC will:

   a. Participate in First Things First systems development meetings, regional council meetings, and other events as appropriate.
   b. Provide community presentations regarding the role of child care health consultation in improving the status of health and safety in child care programs.
   c. Collect/report data, surveys, evaluation reports or other elements requested by FTF or quality assurance personnel.

Evaluation: Monthly report on form provided by FTF, copies of meeting agendas/minutes.

5. The CCHC shall not provide direct clinical services under this contract (i.e. injections, blood tests, health examination).

6. Child Care Health Consultant Qualifications/Training

The Child Care Health Consultant may be a:
   a. Registered Nurse (RN) with a current Arizona license

b. Advanced Practice Nurse with a current Arizona license and certification as an Advanced Practice Nurse (APN)
c. Physicians Assistant with a current Arizona license or
d. A Physician licensed to practice in the State of Arizona

In the event that a region is unable to recruit and hire one of the above, other health professionals with a minimum of a Bachelors Degree such as a registered dietician, certified Occupational Therapist, Physical Therapist or Speech/Language Pathologist; Mental Health Consultant or MSW or a Licensed Practical Nurse may be considered pending approval of a formal exemption request as outlined in Attachment A.

CCHC's must complete the sixty (60) hour National Training Institute (NTI) for Child Care Health Consultants curriculum program PRIOR to the beginning work as a CCHC.

7. Experience, Knowledge and Skills

a. A minimum of one year experience in a public health setting

The Child Care Health consultant must have

b. Experience in providing consultation to and interacting with child care settings including family child care
c. Knowledge of the following:
   I. Child development and family dynamics
   II. Immunization Schedules
   III. ADHS Child Care Licensure
   IV. Accreditation Systems
   V. Quality Indicators
   VI. Adult Learning
   VII. Community Resource
   VIII. Injury Prevention
   IX. Recognition and Reporting requirements for child abuse and neglect

d. Developed Skills in the following:
   I. Interpersonal Communication
   II. Training of Adult Learners
   III. Facilitation
   IV. Consultation Strategies
   V. Collaborative Problem Solving
   VI. Cultural Responsiveness
   VII. Team Process
   VIII. Computer Data Entry

IV. MANNER OF FINANCING

The GRANTOR shall:

a) Provide up to $20,000 to GRANTEE for services provided under Paragraph III.

b) Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete

reimbursement documents to be submitted by the GRANTEE. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work 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 GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

VI. FINANCIAL AUDIT

GRANTEE agrees to terms specified in A.R.S. §§ 35-214 and 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if GRANTEE expends more than $500,000 from federal awards. *If the GRANTEE has expended more than $500,000 in federal dollars, a copy of the GRANTEE's audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement.*

VII. DEBARMENT CERTIFICATION

The GRANTEE agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

VIII. FUNDS MANAGEMENT

The GRANTEE must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. GRANTEE must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.

The GRANTEE 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. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy (http://www.gao.az.gov/travel/).

IX. REPORTING REQUIREMENTS

Regular reports by the GRANTEE shall include:

a) Programmatic Reports

The GRANTEE shall provide quarterly program activity reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. The report shall contain such information as deemed necessary by the GRANTOR.

a. Quarterly reports are due:
   i. July 20, 2010
   ii. October 20, 2010
   iii. January 20, 2011
   iv. April 20, 2011
   v. July 30, 2011 – Final Report
   vi. The final programmatic report as submitted shall be marked FINAL

b) Financial Reimbursement

The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted with the Reimbursement Cover Sheet template provided by the GRANTOR. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than thirty (30) days after the end of the Agreement. Requests for reimbursement received later than the thirty (30) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person designated in Paragraph XLII, NOTICES, of this Agreement.

X. ASSIGNMENT AND DELEGATION

GRANTEE may not assign any rights hereunder without the express, prior written consent of both parties.

XI. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR.

Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XII. SUBCONTRACTORS

The GRANTEE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

The GRANTEE agrees and understand that no subcontract that the GRANTEE enters into with respect to performance under this Agreement shall in any way relieve the GRANTEE of any responsibilities for performance if its duties. The GRANTEE shall give the GRANTOR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the GRANTEE by any subcontractor or vendor which in the opinion of the GRANTEE may result in litigation related in any way to the Agreement with the GRANTOR.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE to provide written assurance within the number of days specified in the demand may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any

other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

GRANTEE assigns to the State of Arizona, GRANTOR any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to GRANTEE toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR 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 GRANTEE in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

XX. ARBITRATION

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

XXI. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXII. ENTIRE AGREEMENT

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or

added to except by a writing signed by all parties hereto in conformity with Section IX Reporting Requirements of this Agreement; provided, however, that the GRANTOR shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are herby superseded or merged herein.

XXIII. RESTRICTIONS ON LOBBYING

The GRANTEE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXIV. LICENSING

The GRANTEE, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXV. NON-DISCRIMINATION

The GRANTEE shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXVIII. ADVERTISING AND PROMOTION OF AGREEMENT

The GRANTEE shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the GRANTOR.

XXIX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The GRANTOR reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the GRANTOR, and GRANTOR shall have full

and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The GRANTEE agrees that any report, printed matter, or publication issued by the GRANTEE describing programs or projects funded under this agreement in whole or in part with First Things First funds shall contain the following statement:

> "This project was supported by the First Things First. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of First Things First."

The GRANTEE also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the GRANTOR to be placed on file and distributed as appropriate to other potential Grantees or interested parties. The GRANTOR may waive the requirement for submission of any specific publication upon submission of a request providing justification from the GRANTEE.

GRANTOR and GRANTEE recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the GRANTEE agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the GRANTOR. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the GRANTEE.

XXX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded under this agreement in whole or in part by the GRANTEE shall include closed captioning of the verbal content of such announcement.

XXXI. INDEMNIFICATION

Indemnification Language for Public Agencies ONLY. 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."

Indemnification Language for Non Public Agency. The parties to this Contract agree that Arizona Early Childhood Development and Health Board, its departments, Board and Councils shall be indemnified and held harmless by the Grantee for the vicarious liability of First Things First as a result of entering into this contract. However, the parties further agree that First Things First, its departments, Board and Councils shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

XXXII. CONFIDENTIALITY OF RECORDS

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

XXXIII. CONFIDENTIALITY OF GRANTEE 'S INFORMATION

GRANTEE acknowledges that confidentiality provided in A.R.S. § §41-1505.06 (D) and 41-1505.07(J) may be waived with the GRANTEE's consent, and GRANTEE consents to a total and complete waiver of confidentiality. In waiving confidentiality, GRANTEE understand and consents to disclosure of any information submitted to the GRANTOR that concerns the identify, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the GRANTEE or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

XXXIV. TERMINATION 30 day written notice to either party

a) The GRANTOR reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTEE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The GRANTOR staff shall provide written notice of the termination and the reasons for it to the GRANTEE.

b) The GRANTOR may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement.

c) Either party may terminate this Agreement by providing (30) thirty days written notice to the other party.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The GRANTEE shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the GRANTEE represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: 1) The GRANTEE shall, and by signing this agreement does, represents that it is in compliance with all federal immigration laws and regulations; 2) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

XL. Prohibition on Government Contracts

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

XLI. Legal Arizona Worker

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

XLII. Prohibition on Government Contracts

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

XLIII. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

The GRANTEE shall address all program notices relative to this Agreement to:
Arizona Early Childhood Development and Health Board
Attention: Finance
4000 North Central, Suite 800
Phoenix, Arizona 85012

The GRANTEE shall submit reimbursement requests relative to this Agreement to:
Arizona Early Childhood Development and Health Board
Attention: Finance
4000 North Central, Suite 800
Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to:
Lorraine Dalrymple, RN
Health Services Program Manager
Gila County Division of Health and Community Services
5515 South Apache Avenue, Suite 100
Globe, AZ 85501

XLIV. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF
Gila County Board of Supervisors

Michael A. Pastor

~~Shirley Dawson~~ - Michael A. Pastor
Chairman, Board of Supervisors

6/8/10
Date

FOR AND BEHALF OF THE
Arizona Early Childhood Development And Health Board

Rhian Evans Allvin
Director

6/07/10
Date

APPROVED AS TO FORM

Bryan B. Chambers
Chief Deputy County Attorney

May 26, 2010
Date

Attachment A

The exemption request shall be submitted to First Things First, indicating the name of the person for whom exemption is requested. Included in the exemption request should be:

1. An explanation of the reason for the request.
2. A resume or other indication of qualifications for those staff for whom an exemption is being requested, including educational degrees achieved and any current coursework leading to a degree.
3. A detailed listing of recruitment efforts to recruit staff who meet the required educational qualifications if applicable.

Designated members of the First Things First Policy and Research Team will review the submitted documentation and make the decision to approve or reject the Exemption request.

First Things First reserves the right to request additional information as needed to make a sound decision.

If recruitment efforts are found lacking in rigor, First Things First will require the grantee to design an action plan outlining more significant recruitment in the area of need prior to awarding an exemption.

A notice of approval or rejection will be sent to the grantee within ten (10) business days of receipt of the request.

Progress of personnel hired through an exemption must be documented by grantees on the monthly report.

Attachment B

FIRST THINGS FIRST STANDARD DATA COLLECTION FORM

A. Agency Information:

Program Name (if applicable) Gila County Child Care Health Consultant Program

Agency Gila County Division of Health and Community Services

Contact Person Lorraine Dalrymple

Address 5515 S. Apache Avenue, Suite 100

Position Health Services Program Manager

Address

Email ldalrymp@co.gila.az.us

City, State, Zip Globe, AZ 85501

Phone 928-402-8807 x_____ Fax 928-425-0794

County Gila

Employer Identification Number: 86-6000444

Agency Classification: _____State Agency __X__County Government _____ Local Government _____Schools _____ Tribal

_____ Faith Based _____ Other

Have you previously conducted business with First Things First using this EIN: **(Y)** **N?**
If **NO,** please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your Application.
http://www.gao.az.gov/Vendor/account_setup_home.asp

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

Enter District # 1

In which Legislative (State) District is your agency?
http://www.azredistricting.org (click on Final Maps)

Enter District # 5

Approximately how much FEDERAL funding (from a Federal Source) will your organization expend in your current fiscal year?
$ 7,101,400.00

What is your organization's fiscal year-end date? 6-30-2010

Accounting Method: _____ Cash __X__ Accrual

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

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

Agency Miller, Allen & Co., P.C.

Address 5333 North 7th Street Suite 100 Phoenix, Arizona 85014

Phone Number 602-264-3888

B. Proposed Program Information / Description:

Amount requested: $20,000.00

Service area of proposed program: All of Gila County

Target population of proposed program: Gila County Daycare Centers registered with First things first

Number of participants to be served: Children in regulated Quality First daycare centers

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

This program will provide health consultation services by Child Care Health Consultants (CCHC) to regulated child care providers enrolled in Quality First. The CCHC's will provide guidance regarding health and safety issues as described in the First Things First contract to participating providers.

C. Contact Information (Please copy this page as many times as needed.)

Program Agency – Indicates person with primary contact with First Things First and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to **this person.**

Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator – Indicates all persons/agencies that have been identified as a collaborator, partner, or host site as a requirement of this grant.

---

xProgram Agency ☐ **Fiscal Agency** ☐ **Collaborator**

Agency Gila County Division of Health and Community Services

Address 5515 S. Apache Avenue, Suite 100

Address

City, State, Zip Globe, AZ 85501

County Gila

Contact Person Lorraine Dalrymple

Position Health Services Program Manager

Email ldalrymple@co.gila.az.us

Phone 928-402-8807 x____ Fax 928-425-0794

☐ **Program Agency** **xFiscal Agency** ☐ **Collaborator**

Agency Gila County Division of Health and Community Services

Address 5515 S. Apache Avenue, Suite 100

Address

City, State, Zip Globe, AZ 85501

County Gila

Contact Person Lorraine Dalrymple

Position Health Services Program Manager

Email ldalrymple@co.gila.az.us

Phone 928-402-8807 x____ Fax 928-425-0794

☐ **Program Agency** ☐ **Fiscal Agency** ☐ **Collaborator**

Agency

Address

Address

City, State, Zip

County

Contact Person

Position

Email

Phone x____ Fax

Attachment C

KEY PERSONNEL OVERVIEW

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name: Lorraine Dalrymple Title: Public Health Nurse FTE on this project: 2%	• Registered Nurse • Staff RN-Pediatrics • RN Pediatric home care • Child Care Health Consultant Certification
Name: Michelle Graney Title: Public Health Nurse FTE on this project: 10%	• Registered Nurse • Child Care Health Consultant Certification
Name: Name: Lucinda Campbell Title: Public Health Nurse FTE on this project: 10%	• Registered Nurse • Child Care Health Consultant Certification
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	
Name: Title: FTE on this project:	

***In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project.**

Attachment D

DISCLOSURE OF OTHER FUNDING SOURCES

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

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

Type of Funding (Federal, State, local, other)	Received From	Amount	✔ If used for match on this grant
TOTAL:			0

***This table should include only those funds that will support the program detailed in this Application.**

Authorized Signature Michael A. Pastor Date 6/8/10

Job Title: ~~Shirley L. Dawson~~, Chairman of the Board of Supervisors

Attachment E

FIRST THINGS FIRST FINANCIAL SYSTEMS SURVEY

Name of Applicant: Gila County Childcare Health Consultant Program

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, First Things First awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?	● YES ○ NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please **attach** a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	● YES ○ NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please **attach** a complete copy of the most recent audited, reviewed or compiled financial statements. NOTE THAT ONLY ONE COPY OF YOUR AUDIT NEEDS TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL". It is not necessary to include additional copies with each copy of the completed Application.	○ YES ○ NO
4. Please **attach** a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted. ONLY ONE COPY IS NEEDED, TO BE INCLUDED WITH THE APPLICATION MARKED "ORIGINAL"	
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	○ YES ● NO ○ N/A
6. If you answered YES to question #5, under what section of the IRS code? O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other Specify:_____	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	● YES ○ NO

B. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	○ Manual ● Automated

	○ Combination
2. How frequently do you post to the General Ledger?	○ Daily ● Weekly ○ Monthly ○ Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	● YES ○ NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	● YES ○ NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs that account for 100% of each employee's time?	● YES ○ NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	● YES ○ NO
7. How does your organization plan to charge common/indirect costs to this grant? **NOTE:** Those organizations using allocable direct charges **must attach** a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate **must attach** a copy of the approval documentation issued by the federal government.	● Direct Charges ○ Utilizing an Indirect Cost Allocation Plan or Rate

C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	● YES ○ NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	● YES ○ NO
3. Are all accounting entries and payments supported by source documentation?	● YES ○ NO
4. Are cash or in-kind matching funds supported by source documentation?	● YES ○ NO
5. Are employee time sheets supported by appropriately approved/signed documents?	● YES ○ NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	● YES ○ NO

D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	● YES ○ NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	● YES ○ NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	● YES ○ NO
4. Does the organization maintain a system of contract administration to ensure Grantee conformance with the terms and conditions of each contract?	● YES ○ NO
5. Does the organization maintain written procurement policies and procedures?	● YES ○ NO

E. CONTACT INFORMATION

Please indicate the following information. In the event that First Things First has questions about this survey, this individual will be contacted.

Prepared By: Lorraine Dalrymple

Job Title: Health Services Program Manager

Date:

Phone/Fax/Email: 928-402-8807/928-425-0794/ldalrymp@co.gila.az.us

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Grantee has accepted the responsibility of maintaining the financial systems.

Michael A. Pastor

Authorized Signature

Michael A. Pastor, Chairman of the Board of Supervisors

F. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.
Number of Attachments (please number each attachment): _____

COMMENTS:

Lucinda J. Campbell, RN, BSN

1104 North Easy Street
Payson, Arizona 85541
1 (928) 474-2988

SUMMARY

Dynamic, energetic professional with diverse experience in health care in public health, rural hospital operations, long term care and home health operations, quality improvement, utilization review, facility expansion, program development, and infection control.

PROFESSIONAL EXPERIENCE

PUBLIC HEALTH NURSE II

Gila County Health Department, Payson, Arizona
A fill-service public health office serving community needs for immunizations, sexual transmitted disease testing, TB testing and management, bioterrorism preparation, women's and baby wellness. Monitoring prevalence of specific diseases in the community for trends and prevention. Provide information to community and individuals regarding specific diseases and management. (November 2006 – present)

CASE MANAGER

Mesa General Hospital, Mesa, Arizona
A metropolitan JCAHO Accredited hospital specializing in cardiac and vascular surgery as well as women's health, emergency and general medical/surgical services. Assist in coordinating discharge planning for selected needs populations. Assisting in coordination and implementation of discharge processes. Providing concurrent reviews for admission and continued stay for selected insurance entities. Monitoring and assisting staff with selection and data collections for Core Measures for CMS (Medicare) required patients. (June 2006-November 2006)

DIRECTOR OF NURSING

Payson Care Center, Payson, Arizona
A 163- bed JCAHO Accredited long term care facility serving the Rim Country in central Arizona. Services included Medicare, ALTCs, Private, Hospice and Respite care as well as outpatient treatment. Managed all operations for patient care and regulatory compliance as well as staffing, customer service and safety/infection control/quality management. Coordinated Hospice liaisons for

facility/hospice compliance. Average daily census of 105 with 3.00 PPD. (February 2002 – May 2006)

DIRECTOR OF NURSING/STAFF NURSE

Manzanita Manor, Payson, Arizona
A 109-bed long term care facility in central Arizona. Services included Medicare, ALTCs, Private, Hospice and Respite care as well as outpatient treatment. Managed all operations for patient care and regulatory compliance. Including staffing, supply management and safety/infection control/quality management. Average daily census of 76 with 2.75 PPD. (February 2001 – February 2002)

DIRECTOR OF NURSING

Wilbarger General Hospital, Vernon, Texas
A 99 – bed medical-surgical care hospital in rural northern Texas. Serves a population of approximately 30,000 including Wilbarger County and surrounding areas. Services include Operating Room, Emergency Room, Obstetrics, Monitored Bed Unit and Medical Surgical floor as well as Swing Bed. Service population ranges from birth to very elderly. Average daily census 25-30. FTE's responsible – approx. 95 (July 1998 – February 2001)

DIRECTOR OF NURSING

Burleson St. Joseph Health Center, Caldwell, Texas
A 37 – bed medical acute care hospital in rural central Texas, which serves a population of 12,000 countywide. Part of a twelve-facility network (St. Joseph Health System), Burleson St. Joseph Health Center is the only emergency care facility (level IV pending) in a fifty-mile radius. Inpatient services include acute medical, post-surgical, swing bed and respite patients from adolescent to old age. Average daily census 8-10. FTE's responsible - approx. 35 (July 1997 – June 1998)

PERFORMANCE IMPROVEMENT COORDINATOR (CORPORATE)

Professional Nursing Services, Inc. Scottsdale, Arizona
Home Health Company with five branches throughout Arizona serving managed care, private and Medicare populations in personal care, skilled care, 24hour care. (January 1997 – April 1997)

CLINICAL DIRECTOR

Professional Nursing Services, Inc. Phoenix, Arizona

Home health branch of a rapidly growing home health company. Private duty/managed care/Medicare populations. (December 1995 – January 1997)

VICE PRESIDENT OF PATIENT CARE SERVICES

Payson Regional Medical Center, Payson, AZ
Rural Community Hospital with 60 beds, Intensive Care Unit, OB/GYN, 8 OR's, Trauma/Urgent Care Unit serving population of 15,000. Average Daily Census 20. FTE's 210. (1993 – September 1995)

DIRECTOR OF NURSING

Lewis R. Pyle Memorial Hospital, Payson, AZ
A 44-bed, JCAHO accredited, rural hospital serving a rapidly growing residential/recreational area of north central Arizona. (1990 – 1993)

NURSING QUALITY IMPROVEMENT COORDINATOR, UTILIZATION REVIEW COORDINATOR, INFECTION CONTROL PRACTITIONER, DIRECTOR OF COMMUNITY SERVICES

Lewis R. Pyle Memorial Hospital, Payson, AZ
(1989 – 1990)

MEDICAL/SURGICAL STAFF NURSE

Carl T. Hayden Veterans Administration Medical Center, Phoenix, AZ
(1977-1989)

Additional Skills

Computer Skills (Microsoft Office including Excel and Word/Windows XP etc.)

Education

BS in Nursing
Arizona State University, Tempe, AZ 1977

Professional Licensure

RN - Arizona, exp. 3-31-10

Affiliations/Past and Current

Mensa
Past President, Kiwanis Club of Zane Grey Country, Payson Arizona (1994-1995 and 2004-2005)
Past President, Payson Jaycees, Payson Arizona (1995)
Member, Kiwanis Club of Zane Grey Country, Payson, Arizona (1988- present)
Rim Country Hospice Foundation, Secretary (current)

1462 E. Oak Road
Queen, Creek, AZ
85240

Phone: (480) 298-5757
E-mail: mish010206@yahoo.com

Michelle Graney

OBJECTIVE

Obtain a position as a Public Health Nurse

EMPLOYMENT

August 2006 – Present

Travel Nurse
PPR HealthCare
Jacksonville Beach, FL

- Specializing in Intensive Care
- Managing Care of Critically ill patients as well as post operative patients with unstable coexisting medical conditions

January 2004-July 2006

Registered Nurse
St. Luke's Medical Center
Milwaukee, WI

- Neurosurgical Intensive Care Unit
- Charge Nurse for 16 bed unit
- Member of STAT/Stroke Rapid Response Team
- Member of NCC Committee
- Preceptor for Graduate Nurses
- Member of JCAHO Preparation Committee

January- December 2003

Nurse Intern
St. Luke's Medical Center
Milwaukee, WI

- Hands on training for registered nursing role
- Developed time management, prioritizing, and delegation skills

August 2000 – Jan. 2003

Patient Care Attendant
St. Luke's Medical Center
Milwaukee, WI

- Assisted nurses with patient care
- In-patient rehabilitation program assistant

QUALIFICATIONS/ABILITIES

- ACLS/BLS
- NIH Certified
- CVVH Certified

EDUCATION

Associate Degree of Nursing
Milwaukee Area Technical College (MATC)

- Graduated with honors: G.P.A: 3.8
- Phi Theta Kappa
- Lamp of Knowledge Award
- All-USA Academic Team
- President of Student Nurses Association
- Secretary of Wisconsin Student Nurse Association

REFERENCES AVAILABLE UPON REQUEST

Chris Phillips

P.O. Box 891 San Carlos AZ, 85550 (928) 475-4734 clphillips@co.gila.az.us

Experience

Accounting Clerk

July 2007-Current Gila County Health Department, Globe, AZ

- Key Data and prepare batches for precessing which involved sorting, alphabetizing, and running tapes to verify hash account totals.
- Prepare Contractor Expenditure Reports for entire Health Department.
- Research and expedite payment, and respond to inquiries by telephone or in writing.
- Sort documents; code, log, review for accuracy; match supporting invoices to General Ledger; and verify invoices for payment

Assistant to Library Manager

November 2001-September 2002 San Carlos Public Library, San Carlos,AZ

- Trained Staff on DRA cataloging system for book check out.
- Assisted more than 55 patrons daily, in person and by phone.
- Answered Telephones, open and log mail, meet and greet visitors, and assist in other clerical functions.
- Utilized Microsoft Office Suite to prepare monthly reports.
- Authorized to carry all keys with access to safes and personnel records.

Visitor Services

July 1998-October 1998 Heard Museum, Phoenix, AZ

- Assisted more than 200 customers daily, in person and by phone.
- Sold guided tours for the museums major exhibit.
- Managed front counter sales, generating sales in excess of $1,000 daily.
- Answered telephones, meet and greet visitors, and assisted receptionist with other clerical duties.
- Have experience in manual cashiering system and postage macine.

Telemarketer

August 1997-February 1998 Dial America Marketing, Tempe, AZ

- Adjusted sales scripts to better target the needs and interests of specific individuals.
- Delivered prepared sales talks, reading from scripts that described products and services, in order to persuade potential customers to purchase a product or service.
- Explained products or services and prices, and answered questions from customers.

Education

Eastern Arizona College, Thatcher AZ

- A.A. Sociology
- A.A. Elementary Education

Lorraine Dalrymple

HCO2 Box 774
Globe, AZ 85501
Home Phone: (928) 425-9598

Objective: Director of Nursing

Qualifications:

- Enthusiastic, energetic worker, excellent in a team setting.
- People skills with strong ability in written and oral communication.
- Organized and detail-oriented; accustomed to handling diverse responsibilities.
- Self directed with proven leadership and decision-making skills.

Licensure and Education

REGISTERED NURSE – State of New Jersey (1995), State of Arizona (2005)
DIPLOMA, NURSING – Muhlenburg Regional Medical Center – School of Nursing, Plainfield, NJ
AD in Science/Nursing, Union County College (1995)

- Member of Phi Theta Kappa Iota XI Chapter
- Graduated with honors, GPA 3.76

Sawyer School of Business, Elizabeth, NJ (1972) Secretarial Degree.

Certifications and Continuing Education Credits

BLS for Healthcare Providers
Preventing and Managing Pediatric Infectious Disease: Latest Nursing Care Strategies. 15 contact hours.

Employment

Director of Nursing, Gila County Division of Health and Community Services, Globe, AZ
(2/03 – present)
Responsibilities include but not limited to:

- Performs nursing supervision
- Performs skilled professional public health nursing service to implement agency programs
- Practicing knowledge of communicable diseases and prevention thereof
- Professional and practicing knowledge of vaccine administration for both children and adults
- Conducts epidemiological investigations of vaccine preventable diseases and communicable diseases.
- Conducts various clinics throughout Gila County

Public Health Nurse I, Gila County Division of Health and Community Services, Globe, AZ
(09/01-02/03)
Responsibilities include but not limited to:

- practicing knowledge of communicable diseases and prevention thereof
- Professional and practicing knowledge of vaccine administration for both children and adults
- Conducts epidemiological investigations of vaccine preventable diseases and communicable diseases.
- Conducts various clinics throughout Gila County

Staff RN-Pediatrics, Plainfield Health Center, Plainfield, NJ (11/96-7/01)
Responsibilities include but not limited to:

- Assessing and administering appropriate vaccines according to CDC recommendations.
- Assessing and preparing patients for pediatric well-care and urgent care visits
- Assisting doctors, and administering treatments and medications ordered.
- Tracking abnormal labs and initiating appropriate follow-up according to policies and doctors orders.
- Tracking of immunizations of patients to ensure compliance with the VFC program and TOTS criteria.
- Communicating with various government agencies, school nurses, and hospital staff.

Head Nurse-Assisted Living (Weekends), Fellowship Village, Bedminster, NJ (3/96 -2/97)
Responsibilities include but not limited to:

- Overseeing and supervising care of patients by LPN's and Nursing Assistants.
- Assessing patient status and recording any changes in patient conditions.
- Administration of medications and treatments for patients.

Staff RN Respiratory Unit , Overlook Hospital, Summit, NJ (8/96-10/96)
Responsibilities include but not limited to:

- Assessment of patients in Respiratory Unit.
- Administration of treatments and medications per doctors orders.
- GT Care, feedings and medication administration.
- Monitoring of 0_2 saturations, trach care and suctioning.

RN-Pediatric Home Care (part-time), Answercare Inc., Wachtung, NJ (11/95-12/95)
Responsibilities include but not limited to:

- GT Care, feedings and administrating medications.
- Apnea and 0_2 saturation monitoring.
- Trach care and suctioning PRN.

Nursing Assistant (part-time), Overlook Hospital, Summit, NJ (5/94-7/95)
Responsibilities include but not limited to:

- Assisting RN's with direct patient care.
- Helping patients perform ADL's
- Performing and recording vital signs and monitoring i&).

Hostess (part-time), Charlie Brown's Steakhouse, Greenbrook, NJ (9/95-2/96)

Hostess (part-time), Tijuana Joe's Restaurante & Cantina, N. Plainfield, NJ (94-9/95)

Vice President/Secretary, Lor'Don's Interiors, Inc., N. Plainfield, NJ (1974-1992)
Responsibilities include but not limited to:

- Building and maintaining solid relationships.
- Placing a premium on clear communications and high standards of performance.
- Overseeing the fabrication and delivery of finished products.

Line Item Budget

LINE ITEM BUDGET – USE IF LISTING MATCHING FUNDS

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

Budget period: July 1, 2009 – June 30, 2010

Budget Category	Line Item	Requested Funds	** Matching Funds/ Source	Total Cost
Personnel and Fringe Benefits				
Personnel Fringe Benefits	None	None	None	$0.00
Contracted Services/Professional Services				
Contract services	None	None	None	$0.00
Travel				
Out of State: In State:	None Travel and per diem	None $3,000.00	None	$0.00 $3,0000.00
Pass Through				
Sub grants	None	None	None	$0.00
Supplies and Other Operating				
Supplies and Other Operating Expenses	Computer, equipment, printing, educational materials/incentives, teaching supplies	$15,000.00	None	$15,000.00
Subtotal Direct Program Costs:		**$18,000.00**	$ None	$18,000.00
Administrative/Indirect Costs				
Indirect Costs	Indirect cost	$2,000.00	$0.00	$2,000.00
Total		$20,000.00	$0.00	$20,000.00

***As shown, a line item budget justification for each component MUST be included in the proposal that describes the procedure for determining the cost of budget categories. Detail in the line item budget narrative strengthens proposals. See the following page for budget narrative format.**

**** Matching Funds are not required, but if listed, are subject to monitoring by First Things First.**

Authorized signature Michael A. Pastor Date 6/8/10

Job Title Michael A. Pastor, Chairman of the Board of Supervisors

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-1302 **Consent Agenda Item 5- E**

Regular BOS Meeting

Meeting Date: 06/26/2012

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:	2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	7/1/2012-6/30/2013	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Presenter's Name:

Information

Request/Subject

Amendment No. 6 to Contract No. HG854565 with Arizona Dept. of Health Services

Background Information

Tuberculosis services are required of the local health department. Services include testing, investigations and case management. The only changes in this amendment are in budget line items.

Evaluation

This program monitors and helps to prevent active tuberculosis from spreading within the county.

Conclusion

Without this funding Gila County would not be able to provide this mandated service.

Recommendation

It is the recommendation of the Gila County Division of Health and Emergency Services Director to approve Amendment No. 6 to Contract No. HG854565 in the amount of $12,000 to continue to provide tuberculosis services from July 1, 2012, through June 30, 2013.

Suggested Motion

Approval of Amendment No. 6 to an Intergovernmental Agreement (Contract No. HG854565) between Gila County and the Arizona Department of Health Services in the amount of $12,000 to provide tuberculosis services for the period July 1, 2012, through June 30, 2013.

Attachments

Amendment No. 6 to Contract No. HG854565 with ADHS

Original Contract TB

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: **HG854565**	Amendment No. 6	Procurement Specialist Cindy Sullivan

Tuberculosis Control Program

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

1. Effective July 1, 2012, replace the Price Sheet of Amendment Five (5), Page Five (5), with the Price Sheet of Amendment Six (6), Page Two (2). The Price Sheet total did not change. The Line Item changes are as follows:

   1.1 Personnel Services and ERE increased $2,698.87 for additional TB Nursing Staff;
   1.2 Travel Expenses decreased $1,074.00 to transfer to Personnel Services and ERE;
   1.3 Other Operating Expenses decreased $1,625.00 to transfer to Personnel Services and ERE and Other; and
   1.4 Other increased $.13 cents transferred from Other Operating Expenses.

All other provisions of this agreement remain unchanged.

Gila County Health Department **Contractor Name**	**CONTRACTOR SIGNATURE** **Contractor Authorized Signature**
1400 East Ash Street **Address**	**Printed Name**
Globe AZ 85501 **City** **State** **Zip**	**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 _____ 2012**
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.**

COST REIMBURSEMENT SCHEDULE
PRICE SHEET
GILA COUNTY – TB CONTROL
Contract HG854565
Effective July 1, 2012

Cost Reimbursement Category	Amount
a. PERSONNEL SERVICES AND ERE	$3,234.00
b. PROFESSIONAL AND OUTSIDE SERVICES	$3,600.00
c. TRAVEL EXPENSES	$1,200.00
d. OTHER OPERATING EXPENSES	$2,875.00
e. CAPITAL OUTLAY EXPENSE	$0
f. OTHER	$1,091.00
TOTAL	**$12,000.00**

Note: With prior approval from ADHS Program Manger, the contractor is authorized to transfer up to a maximum of 35% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 35% percent or to a non-funded item shall require an Amendment.

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. HG854565

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Tuberculosis Control Program **Begin Date:** 07/01/2008

Geographic Service Area: Gila County **Termination Date:** 06/30/2013

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.

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege:

Federal Employer Identification No.:

Tax License No.:

Contractor Name: Gila County Health Department

Address: 1400 East Ash Street
Globe, AZ 85501
City, State, Zip Code

FOR CLARIFICATION, CONTACT:

Name: Lorraine Darymple

Phone: 928-425-0794

FAX No.:

07-21-08
Signature of Person Authorized to sign **Date**

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature
Date

Print Name and Title
Jose M. Sanchez, Chairman, BOS

This contract shall henceforth be referred to as Contract No. HG854565 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 12 **day of** August, **2008**

Procurement Officer

Attorney General Contract, No. PIGA2008002730, 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:

07/31/08
Signature
Date

M April Wynne
Print Name, Assistant Attorney General

RESERVED FOR USE BY THE SECRETARY OF STATE

NO. 30191
Filed with the Secretary of State
Date Filed: 8-20-08

Secretary of State

By:

7-29
Bryan Chambers, Chief Deputy C.A.
Date

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

A. *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

B. *"ADHS"* means Arizona Department of Health Services.

C. *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

D. *"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.

E. *"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.

F. *"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.

G. *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

H. *"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.

I. *"Days"* means calendar days unless otherwise specified.

J. *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

K. *"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.

L. *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

M. *"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.

N. *"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.

O. *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

P. *"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.

Q. *"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: (Cost Reimbursement)

____ 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 Special Terms and Conditions;
3.3.2 Uniform Terms and Conditions;
3.3.3 Statement or Scope of Work;
3.3.4 Attachments
3.3.5 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.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, as applicable, and all other applicable Federal and State non-discrimination laws, rules and regulations, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, Federal Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990 (Public Law 101-366), and all other acts required for compliance with the federal funding source.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of contract funds and by the State when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding*. Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding*. Contractors receiving state funds under this contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment*. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

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.

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 reduce the appropriations or for any reason these goods or services are not funded, ADHS may take any of the following actions.

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; or

5.6.3 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.

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 shall comply with all applicable HIPAA requirements in the course of this contract. Contractor agrees that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including but not limited to, Business Associate Agreements or other related agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge to Protect Confidential Information (Confidentiality Statement) 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 sensitive information. In addition, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: 1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and 2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

19. **Federal Immigration Laws, Compliance by State Contractors:**

By entering into the Contract, the Contractor warrants to comply with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These certifying statements shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and 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. All costs necessary to verify compliance are the responsibility of the Contractor.

20. **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.

1. AUTHORIZATION FOR PROVISION OF SERVICES

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

Contract Number	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK
HG854565	

I. Background

The purpose of this funding is to supplement Gila County Health Department (Contractor) activities to prevent and control tuberculosis (TB) in Gila County by: finding all cases of active tuberculosis and ensuring completion of therapy; identifying, medically evaluating, and ensuring completion of treatment for latent TB infection for contacts to pulmonary TB cases; the surveillance and reporting of TB data; identifying and managing persons (non-contacts) with latent TB infection; and providing training and education.

II. OBJECTIVE

To enhance TB prevention and control activities in order to achieve the National and State TB Program Objectives as specified in the Centers for Disease Control and Prevention (CDC) TB Cooperative Agreement:

III. SCOPE OF WORK

The Contractor shall meet the following requirements:

A. Cases

1. At least ninety percent (90%) of patients with newly diagnosed TB, for whom therapy for (1) one year or less is indicated, will complete an American Thoracic Society/CDC /Infectious Disease Society of America recommended regimen of anti-TB drug therapy within twelve (12) months (http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm).
2. Drug susceptibility testing will be performed on the initial isolates from at least ninety percent (90%) of culture-confirmed TB cases.
3. Monitor, evaluate and report on the case management, clinical progress, and local impact on the community of all newly diagnosed multiple drug resistant TB cases.
4. All newly diagnosed cases of TB will be reported within one (1) week of diagnosis using "Report of Verified Case of Tuberculosis" (RVCT) form provided by CDC (http://www.cdc.gov/tb/pubs/tbfactsheets/rvct.htm).

B. Contact Investigation

1. Contacts shall be identified for at least ninety percent (90%) of newly reported sputum AFB-smear positive TB cases.
2. At least ninety-five percent (95%) of contacts to sputum AFB-smear positive TB cases shall be evaluated for infection and disease.
3. At least eighty-five percent (85%) of infected contacts that are started on treatment for latent TB infection shall complete therapy.

C. Surveillance and Reporting

1. All newly diagnosed cases of TB shall be reported to the ADHS TB Control Program using the electronic reporting system developed by CDC or otherwise designated by the ADHS TB Control Program. There shall be at least ninety-five percent (95%) completeness for the following variables; the corresponding field numbers in the report are given in parenthesis:

   a. *Report of Verified Case of Tuberculosis (RVCT):*
   b. Date of Birth (7),
   c. Sex (8),
   d. Race (10),
   e. Ethnic origin (9),
   f. Country of Origin (11),
   g. Month-Year Arrived in U.S. (12),
   h. Status at Diagnosis of TB (13),
   i. Previous Diagnosis of Tuberculosis (14),
   j. Major Site of Disease (15),
   k. Sputum Smear (17),

l. Sputum Culture (18),
m. Microscopic Exam of Tissue and Other Body Fluids (19),
n. Culture of Tissue and Other Body Fluids (20),
o. Chest X-Ray (21),
p. Tuberculin Skin Test at Diagnosis (22),
q. Resident of Correctional Facility at Time of Diagnosis (25),
r. Resident of Long-Term Care Facility at Time of Diagnosis (26),
s. Initial Drug Regimen (27),
t. Date Therapy Started (28),
u. Occupation (32).

Follow Up Report-1(FU1):

1. Initial Drug Susceptibility Results (33),
2. Susceptibility Results (34);

Follow Up Report-2 (FU2):

1. Sputum Culture Conversion Documented (35),
2. Date Therapy Stopped (36),
3. Reason Therapy Stopped (37),
4. Directly Observed Therapy (39).

1. Drug susceptibility results shall be reported for at least ninety (90%) percent of all newly reported, culture-positive TB cases.

2. HIV status shall be reported for at least seventy-five (75%) percent of all newly reported TB cases ages twenty-five (25) through forty-four (44).

D. Identifying and Managing Persons (non-contacts) with Latent TB Infection

1. At least ninety-five percent (95%) of persons (non-contacts) with a positive tuberculin skin test identified through targeted testing or local health department supported screening will be clinically evaluated for TB disease within two (2) weeks of the skin test reading.

2. At least ninety percent (90%) of persons (non-contacts) with latent TB infection identified through targeted testing or local health department supported screening activities, and who have no evidence of clinical TB disease or medical contraindications, will be placed on treatment for latent TB infection.

3. At least eighty-five percent (85%) of persons (non-contacts) with latent TB infection and who are placed on treatment will complete nine (9) months of recommended prescribed treatment.

E. Prevention through Training and Education

1. Training and educational efforts will focus on increasing the awareness of the epidemiology, prevention, diagnosis and treatment of TB, and the evaluation of appropriate persons at the time of employment and at regular intervals.

IV. TASKS

The Contractor shall:

1. Ensure completion of therapy for TB patients through the use of case management and adherence-promoting measures such as outreach, directly observed therapy, incentives, and enablers.

2. Assess reasons for non-adherence with TB treatment, both for patients not completing therapy and for patients with delayed completion of therapy. Devise individual and programmatic interventions to increase completion of therapy and improve timely completion of therapy.

3. Assess adequacy and appropriateness of therapy for each patient by reviewing initial regimen, susceptibility results, adherence, and response to therapy.

4. Ensure that immigrants classified as B1 or B2 are located promptly and evaluated and treated appropriately.

5. Collaborate with HIV/AIDS program to ensure that all newly diagnosed TB cases aged 25-44 are counseled and tested for HIV and referred for HIV services if found to be HIV positive.

6. Contact Investigation.

   a. Ensure that contact investigation activities are initiated and completed promptly, including interviewing TB cases to identify contacts, evaluating contacts for latent TB infection and disease, and ensuring infected contacts begin and complete an appropriate course of treatment for latent TB infection.
   b. Assess reasons for cases with no contacts identified or a low number (e.g., <3) of contacts identified, delays in interviewing cases or evaluating contacts, and low completion of preventive therapy rates, and devise strategies for improvement.

7. Surveillance and Reporting

   a. Enhance identification, reporting, and follow-up of TB cases and suspects by establishing liaisons with appropriate reporting sources such as hospitals, clinics (e.g., TB and HIV/AIDS clinics), laboratories performing tests for mycobacteria, selected physicians (e.g., pulmonary and infectious disease sub-specialists), correctional facilities, community and migrant health centers, pharmacies, and other public and private facilities providing care to populations at risk for TB.
   b. Develop and implement active surveillance activities to ensure complete and timely reporting of TB cases and suspects. At minimum, ongoing active laboratory surveillance should be conducted in all areas to ensure complete reporting of all TB cases and suspects with positive acid fast bacilli (AFB) smears and cultures for M. tuberculosis complex.
   c. Ensure that TB surveillance data are kept confidential and that all data files are secure. Procedures must be in place to protect the confidentiality of all surveillance case reports and files. Procedures to protect HIV test results must conform to the confidentiality requirements of the state and local HIV/AIDS programs.
   d. Use ADHS TB Control Program electronic system or other systems to track and report TB case information and contact investigation results and outcome.

8. Identifying and Managing Persons (non-contacts) with Latent TB Infection.

   a. Ensure that persons (non-contacts) with a positive tuberculin skin test identified through targeted testing or local health department supported screening will be clinically evaluated for TB disease within two (2) weeks of the skin test reading.

   b. Ensure that persons (non-contacts) with latent TB infection identified through targeted testing or local health department supported screening activities, and who have no evidence of clinical TB disease or medical contraindications, will be placed on treatment for latent TB infection.

   c. Ensure that persons (non-contacts) with latent TB infection and who are placed on treatment will complete nine (9) months of recommended prescribed treatment.

9. Prevention through Training and Education

   a. Ensure that training and educational efforts will focus on increasing the awareness of the epidemiology, prevention, diagnosis and treatment of TB, and the evaluation of appropriate persons at the time of employment and at regular intervals.
   b. Ensure that the staff continues to receive continuing education and be updated on TB.

V. REQUIREMENTS

1. These are supplemental funds to the program. The level of supplemental funding is not guaranteed and thus, dependent upon availability of funds. Categorical funds are awarded for a specifically defined purpose and may not be used for any other purpose or program.

2. Funds may be used to: (1) support personnel and (2) purchase equipment, supplies, and services directly related to TB prevention and control activities.

3. Funds may not be used to: (1) supplant local health department funds, or (2) for construction of facilities.

4. Attendance in TB Work Group Meetings.

VI. STATE PROVIDED ITEMS

The ADHS TB Control Program will:

1. Provide consultation and technical assistance in setting priorities, establishing partnerships, and planning, conducting, and evaluating TB prevention and control activities.
2. Provide up-to-date information on the recommendations and guidelines for diagnosis, treatment, surveillance, prevention and control of TB.
3. Provide assistance to improve systems that monitor surveillance, prevention and control activities.
4. Assist recipients in monitoring program performance, setting and meeting objectives, implementing methods, and complying with cooperative agreement requirements and other funding issues, through various methods including telephone consultation, site visits (and expanded site visits when appropriate), and site visit reports.
5. Provide consultation and technical assistance for TB outbreaks, including on-site support of investigations when requested by the Contractor.
6. Provide technical assistance in assessing and prioritizing training and education needs and in planning, implementing and evaluating training and education activities.
7. Coordinate cross-program collaborative approaches to HIV, STD and TB prevention and intervention when indicated and appropriate.
8. Support individual recipients by providing technical assistance in the development and evaluation of new or innovative approaches to TB prevention and control, including behavioral or health systems interventions.

VII. DELIVERABLES AND DELIVERY SCHEDULE

The Contractor shall provide:

1. **Annual Work Plan**
   This report should include, but is not limited to the following:

a. Brief description of the county/nation demographics
b. Description of the nature and extent of TB problem in the area including unique issues to the county/nation that impact TB
c. Plans on how the local health department will address TB prevention and control in the area as it relates to each national goal and objective.
d. Description of how the local TB program will evaluate efficiency of its local TB program activities
e. List of any local objectives
f. List of other funding resources that will be used for TB prevention and control activities
g. List of TB program employees, the amount of time dedicated to the TB program and a brief job description

2. **Quarterly Progress Report**
This report should include, but is not limited to the following:

a. A summarized report of aggregate data and a description of the program's progress towards each national objective. If an objective is not being met, give a description of the proposed corrective action.
b. Description of any epidemiologically linked cases or outbreaks.
c. A case management summary of any drug resistant tuberculosis case including information on the drug(s) susceptibility results, the drug regimen, the date started on anti-TB treatment, whether or not on DOT, adherence to the treatment regimen, clinical progress and bacteriology report.
d. A brief description of any unusual cases or occurrences including recalcitrant patients, court ordered isolations, homeless cases, county expenses associated with housing homeless patients and/or isolating recalcitrant patients and the resulting outcomes.
e. A summary of each health education activity including topic, date, location, attendance, and nature of audience.

3. **Contractor's Expenditure Report (CER)**

This report should be submitted monthly or quarterly and not to exceed the total budget.

Local TB program coordinators and/or designated TB program staff are expected to attend State TB Work Group Meetings.

VIII. DELIVERY SCHEDULE

Reports should be submitted to the ADHS TB Control Program based on the schedule below:

Name of Report	Time Period	Final Due at ADHS
Quarterly Work Plan	July 1 – June 30	July 31
Quarterly Progress Report	July 30 – Sept. 30	Oct. 31

NOTICES, CORRESPONDENCE, AND REPORTS

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

Program Manager, TB Control Section
ADHS
150 N 18th Ave., Suite 140
Phoenix, AZ 85007
Phone - (602) 364-4750
Fax – (602) 364-4267

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

TB Coordinator
Gila County Health Department
1400 East Ash Street
Globe, AZ 85501

COST REIMBURSEMENT SCHEDULE
PRICE SHEET
GILA COUNTY – TB CONTROL
Contract HG854565
July 1, 2008 through June 30, 2009

Cost Reimbursement Category	Amount
a. PERSONAL SERVICES AND ERE	$ 7,540.33
b. PROFESSIONAL AND OUTSIDE SERVICES	$4,214.00
c. TRAVEL EXPENSES	$1,485.00
d. OTHER OPERATING	$7,868.39
e. CAPITAL OUTLAY EXPENSE	$1,892.28
f. OTHER	$2,000.00
TOTAL	**$25,000.00**

Note: With prior approval from ADHS Program Manger, the contractor is authorized to transfer up to a maximum of 35% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 35% percent or to a non-funded item shall require.

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-1285 **Consent Agenda Item 5- F**

Regular BOS Meeting

Meeting Date: 06/26/2012

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:	July 1, 2012 to June 30, 2013	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Extension of Intergovernmental Agreement between Yavapai County and Gila County for Restoration to Competency Services

Background Information

On September 7, 2010, Gila County Board of Supervisors entered into an Intergovernmental Agreement (IGA) between Yavapai County and Gila County for Restoration to Competency (RTC) Services for FY 2010-2011. On July 5, 2011, the Board approved the extension of said IGA through FY 2011-2012.

The Gila County Board of Supervisors also designated Yavapai County RTC as Gila County's primary competency restoration program effective June 1, 2010, by Resolution No. 10-09-02.

Evaluation

Yavapai County currently contracts with Wexford Health Sources for RTC services within Yavapai County's Adult Juvenile Facilities and has bed space sufficient to accept Gila County's Rule 11 inmates.

The cost to Gila County to contract with Yavapai County will remain the same ($350 for the first day and $250 for each day thereafter.) Some additional costs may arise for non-formulary mediations, Court testimony, etc.

Conclusion

Extension of the IGA between Yavapai County and Gila County for Restoration to Competency Services will run for an additional year from July 1, 2012, to June 30, 2013, under the same terms and conditions as set forth in the original IGA between the parties and under the same Resolution 10-09-02.

Recommendation

The recommendation of staff is to approve the Extension of the IGA between Yavapai County and Gila County for Restoration to Competency Services for an additional one-year term.

Suggested Motion

Approval of Extension of the Intergovernmental Agreement (IGA) between Yavapai County and Gila County for Restoration to Competency Services for one year from July 1, 2012, to June 30, 2013, under the same terms and conditions as set forth in the original IGA as agreed upon by both parties.

Attachments

IGA Extension for Restoration to Competency Services with Yavapai Co.

Resolution No. 10-09-02

IGA Between Gila Co. & Yavapai Co. for Competency Restoration Services

GIla County RTC Order

Legal Explanation

INTERGOVERNMENTAL AGREEMENT EXTENSION
BETWEEN
GILA COUNTY
AND
YAVAPAI COUNTY

RESTORATION TO COMPETENCY SERVICES

WHEREAS, on approximately October 4, 2010, Yavapai County "Provider", and Gila County "Client", entered into an Intergovernmental Agreement (IGA) whereby Yavapai County agreed to provide Restoration to Competency Services to Gila County; and

WHEREAS, under the terms of the IGA the agreement expires on June 30, 2011; and

WHEREAS, under the terms of the IGA the agreement may be renewed annually for up to three additional one year terms; and

WHEREAS, under the terms of the IGA, on approximately July 5, 2011, the agreement was extended to June 30, 2012; and

WHEREAS, both Yavapai County and Gila County agree to extend the IGA for Restoration to Competency Services for an additional one year term;

NOW, THEREFORE, The Parties, Pursuant to the above, hereby agree that the IGA between them for Restoration to Competency Services has hereby extended from July 1, 2012, for an additional year term, to expire on June 30, 2013, under the same terms and conditions as set forth in the original agreement between the parties.

YAVAPAI COUNTY:

Chairman, Board of Supervisors

Date: May 21, 2012

ATTEST:

Clerk of the Board

GILA COUNTY:

Chairman, Board of Supervisors

Date: _____, 2012

ATTEST:

Clerk of the Board

Determination of Counsel

The foregoing Intergovernmental Agreement between Yavapai County and Gila County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PROVIDER

Deputy County Attorney

CLIENT

Chief Deputy County Attorney

When recorded,
return to:
Marian Sheppard, BOS
(9/7/10 #3D)

RESOLUTION NO. 10-09-02

RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS TO DESIGNATE A COMPETENCY RESTORATION PROGRAM PURSUANT TO A.R.S. §13-4512(A).

WHEREAS, Gila County is fiscally responsible for in-custody services to restore criminal defendants to competency to stand trial; and,

WHEREAS, pursuant to A.R.S. §13-4512(A) the Gila County Board of Supervisors is authorized to designate a competency restoration treatment program for Gila County criminal defendants in need of restoration treatment; and,

WHEREAS, pursuant to A.R.S. §13-4512(C) the Gila County Board of Supervisors may enter into contracts with in-custody competency restoration treatment providers; and,

WHEREAS, Yavapai County, Arizona, has developed a competency restoration program ("Yavapai County RTC") that has been designated by the Yavapai County Board of Supervisors as the Yavapai County competency restoration program pursuant to A.R.S. §13-4512(A); and,

WHEREAS, the Gila County Board of Supervisors has, pursuant to A.R.S. §13-4512(C), considered and approved an inter-governmental agreement with Yavapai County, Arizona, wherein Yavapai County RTC will provide competency restoration treatment for Gila County criminal defendants.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby designates Yavapai County RTC as Gila County's primary competency restoration program, effective June 1, 2010.

PASSED AND ADOPTED this 7th day of Sept., 2010, at Globe, Gila County, Arizona.

ATTEST:

Marian Sheppard, Chief Deputy Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

APPROVED AS TO FORM:

Bryan Chambers, Deputy County Attorney

2011-000002 HG Page: 1 of 9
01/11/2011 08:25:44 AM Receipt #: 11-0208
Rec Fee: $0 Gila County Board Of Supervisors
Gila County, Az, Sadie Tomerlin Dalton, Recorder

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(09/07/10 #3D)

CAPTION HEADING:

Intergovernmental Agreement
Between
Gila County
and
Yavapai County
(For Restoration to Competency Services)

DO NOT REMOVE

This is part of the official document

THIS IS A CONFORMED COPY OF INSTRUMENT
RECORDED ON DATE 10-7-10 TIME 10:13
IN BOOK 4769 PAGE 305
ANA WAYMAN-TRUJILLO, RECORDER
DEPUTY

INTERGOVERNMENTAL AGREEMENT BETWEEN YAVAPAI COUNTY AND GILA COUNTY FOR RESTORATION TO COMPETENCY SERVICES

This Intergovernmental Agreement (IGA) is entered into by and between Yavapai County, ("Provider") and Gila County ("Client"), bodies politic and corporate of the State of Arizona, pursuant to A.R.S. § 11-952.

RECITALS:

A. The Parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.

B. The Parties desire to enter into an agreement for the provision of restoration to competency services for Client pre-trial inmates.

C. The Parties acknowledge that the Client's inmates will remain under the jurisdiction of Client during the period for which services are being provided by Provider pursuant to this Agreement and that Client will assign a defense attorney and prosecutor to the Client's case during the entirety of the service period.

NOW, THEREFORE, The Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT:

A. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for admission of Client's pre-trial inmates into Provider's Restoration to Competency Program ("RTC Program") and provision of restoration services to Client inmates in the Provider's Adult Jail Facilities (AJF) .

B. **Scope**. Provider will receive and detain Client's pre-trial inmates after the inmate has been determined by the Superior Court in and for the Client's county through the Rule 11 process as not competent to stand trial and who are medically and administratively fit to be incarcerated by Provider, for the purpose of admitting the inmates into and providing the restoration services of the Provider's RTC Program.

Client shall e-mail SheriffDetentionRTC@Co.Yavapai.AZ.US to inform the RTC team of Client's need for placement in Provider's program. A member of the RTC team will promptly reply to sender with a letter indicating what information is needed in order to determine acceptance into the program. If the program has no available bed space upon receipt of the initial e-mail from Client, the Client will be advised immediately and will

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Rec Fee: $0 Gila County Board Of Supervisors
Gila County, Az, Sadie Tomerlin Dalton, Recorder

be given an estimated date of bed space availability. The information requested will constitute the "Request Package."

Provider will determine whether to accept the inmate within 3 business days after receiving the complete Request Package. Provider reserves the right to refuse to accept a Client's inmate or return an accepted inmate for any reason. If the inmate is accepted, Client shall deliver the inmate to the Provider's AJF Facility at a time specified by Provider. Provider will house the Client's inmate based upon classification criteria established by the Provider's AJF and will provide for the onsite care, supervision, feeding and medical care, behavioral health and dental care of Client's inmates except as otherwise provided in this IGA. A court order from Client County is required for admission to the Provider's RTC Program (A.R.S. § 13-4510). The Court order committing an inmate into the Provider's RTC program must include authorization to administer medications involuntarily. The Provider's RTC program will begin the intake process after receiving the inmate and all necessary paperwork.

The Provider's RTC staff shall provide Client's Court with status reports on the inmate's progress every sixty (60) days from date the inmate was admitted into the Provider's RTC program. Date of admission shall be the date that all of the following actions are complete: acceptance by the Provider's RTC program, receipt by the Provider's RTC staff of the completed court order and other Rule 11 paperwork , and physical transfer of the inmate to the Provider's AJF.

It is the intention of the Parties that the inmate will remain at the Provider's AJF until a recommendation regarding competency is completed unless one of the following occurs:

1. If, at any time during the process of restoration it is determined that the inmate requires an intensive inpatient restoration setting in which case the Provider's RTC staff shall so notify the Client to allow the Client to seek issuance of an order by the Superior Court in and for the Client's county for transfer of the inmate to Arizona State Hospital (ASH) if applicable.

2. The Client directs that the Client's inmate be transferred to its custody pursuant to limitations imposed law with respect to competency or charges.

3. The Provider otherwise determines that the inmate is no longer appropriate for housing at the Provider's AJF. Client and Provider agree to exchange such documentation as is required by RTC staff or County Court in as expedient a fashion as reasonably possible.

Any non-English speaking inmates will be provided interpretation services. Costs for this service, as required, are included in the daily rate.

The Client shall, whenever indicated, initiate court-ordered treatment proceedings under A.R.S. Title 36, Chapter 5 prior to transfer of an inmate. If court-ordered treatment

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Rec Fee: $0 Gila County Board Of Supervisors
Gila County, Az, Sadie Tomerlin Dalton, Recorder

proceedings become necessary or desirable at any time during the inmate's stay at the Provider's RTC program, or otherwise upon the request of Provider's RTC program, the Client will initiate such proceedings in the Client's county and shall be responsible for the costs of evaluation and court proceedings associated with such proceedings, as well as provision of mental health treatment services occurring as a result of court-ordered treatment. Client shall ensure that Provider's RTC physicians are listed in any treatment plan and that a copy of the treatment plan is delivered to Provider's RTC Program Director.

Client shall be separately responsible for paying any offsite health services for Client inmates housed at the Provider's AJF. Offsite health services include hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that Provider's AJF does not provide onsite for its inmates. Client shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "non-formulary medications" as defined by the Provider's health care vendor contract.

Upon notification that a Client's inmate is to receive or has received offsite health services, Provider shall so notify offsite health providers and Client and confirm that such services are the financial responsibility of Client. If Client inmate must be transported offsite to receive health services in an inpatient setting, Provider shall provide transport and security for the inmate for a maximum of one shift to allow Client to make arrangements to either transport the inmate back to a provider in Client's county or to send officers to relieve Provider's officers at local inpatient facility.

Transportation of inmates to any Court or any other location, as ordered by the Superior Court in and for Client's county or done at the request of the Client shall be Client's responsibility.

Client shall specify a single point of contact for Client for all inquiries. Provider shall specify a single point of contact for RTC program service coordination and an additional single point of contact for billing and finance inquiries.

C. **Financing**. For each inmate admitted to the RTC Program Client will pay Provider $350.00 for the initial day and $250.00 per day thereafter for inmate housing, routine onsite healthcare services and costs of restoration services. Client shall be billed separately for exceptional onsite healthcare services including Non-Formulary Medications as defined in Provider's healthcare vendor contract. The billing day as defined herein applies to each Client inmate who is an inmate in, or under control of the Provider's AJF. Neither the acceptance of the inmate into the program nor the acceptance of per diem payments is a guarantee of restoration to competency for any specific inmate. The RTC per diem rate shall remain in effect until June 30, 2011, at which time the Parties shall have agreed to a new RTC per diem rate pursuant to this IGA. Client must pay community providers directly for all health services provided outside the Provider's AJF.

Client shall reimburse Provider at the hourly rate of $30.00 per corrections officer hour and $.55 per mile for van transport for transporting a Client inmate outside the Provider's AJF. A minimum of 2 corrections officers will accompany the Client inmate per Provider policy. In the event a Provider County corrections officer or Sheriff's Deputy must post an officer at an offsite health service location Client shall reimburse Provider at the hourly rate of $30.00 per corrections officer hour.

In the event that Provider's RTC staff is required by the Superior Court in and for Client's County to make a physical court appearance, Client shall reimburse Provider at the daily rate of $900.00 for per diem, time and travel costs for the Provider's RTC Staff. Should Provider RTC staff be required to remain in Client's county overnight, Client will reimburse actual lodging expenses plus an additional $750.00 per day.

In the event Provider RTC staff is required by the Superior Court in and for Client's county to appear in court via video, Client shall reimburse Provider at the hourly rate of $85.00. Client county is responsible for procuring the tele-video equipment that is compatible with that utilized by Provider's RTC program and for any costs required for operation of the tele-video equipment.

In the event legal counsel is required on behalf of the Provider RTC program or staff related to provision of service to Client inmates, Client shall reimburse Provider 100% of billed charges for the Provider's RTC contracted legal service.

Criteria and Rules Governing Billing:

For purposes of this IGA a "billable day" is that period commencing at 0000 hours and ending at 2359 hours that same day, or any fractional part thereof, of any day the Client inmate is in the custody or control of Provider's AJF.

Criteria for Assessment of Billing:

The costs of housing a Client inmate shall commence on the day the inmate was booked into the Provider's AJF. Provider shall cease charging the RTC per diem under the guidelines established earlier in this IGA under the definition of "billable day."

In the event a Client inmate escapes, billing charges will cease to accrue after 2359 hours of the day of escape. Billing charges will begin again on the day that the inmate is recaptured and is actually being held in the Provider's AJF.

At the end of each month after a Client inmate is admitted into the RTC Program, Provider will submit to Client a statement of charges. This statement shall provide the

following information: name of inmate, booking date and hour, release date and hour, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill. Client shall be allowed access to necessary computer systems in a timely manner as necessary to verify the billing.

Client shall notify Provider in writing of any contested charges within 30 days following receipt of a monthly billing. If Client notifies Provider of a dispute within 30 days of receipt of the monthly billing, Client may withhold payment on each inmate for whom billing is disputed until the dispute has been resolved. It is understood and agreed that the billed charges are deemed accepted and will be paid if no dispute notice is received by Provider within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. Excluding contested charges all charges shall be paid within sixty days of receipt of a monthly billing. Contested charges shall be paid within 30 days of resolution of the dispute. A mutually acceptable third party may arbitrate charges remaining unresolved after the 60-day period.

Client shall pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Upon paying a previously disputed charge, Client will attach a statement detailing the specific charges that are being paid. Client will attach statement to each check submitted to County indicating the dates for which the check is to be applied.

D. **Term**. The initial term of this IGA shall be effective as of June 1, 2010 and shall continue in effect until June 30 2011. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.

E. **Disposal of Property**. Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.

F. **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, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.

G. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

1. Commercial General Liability in the amount of $1,000,000.00 combined single limit Bodily Injury and Property Damage.

2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of $1,000,000.00 combined single limit or $1,000,000.00 Bodily Injury, $1,000,000.00 Property Damage.

3. Professional liability insurance in the amount of $1,000,000.00 if this Contract involves Professional services

4. If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

H. **Compliance with Laws**. The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Provider County.

I. **Non-Discrimination**. The parties shall not discriminate against any Provider or Client employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

J. **ADA**. The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

K. **Severability**. If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

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

M. **Non-Appropriation.** Not withstanding any other provision in this IGA, this IGA may be terminated if for any reason the Provider's or Client's Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.

N. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

O. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

P. **No Joint Obligations**. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

Q. **No Third Party Beneficiaries**. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

R. **Notice**. Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

Provider:

Yavapai County RTC
2830 N. Commonwealth Dr., Ste 105
Camp Verde, AZ 86322

Client:

Gila County
1400 E. Ash Street
Globe, AZ 85501

With copies to:

County Administrator/
Clerk of the Board
1015 Fair Street
Prescott, AZ 86305

County Administrator/
Clerk of the Board
1400 E. Ash Street
Globe, AZ 85501

S. **Entire Agreement**. This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by both Parties.

APPROVALS:

YAVAPAI COUNTY

10/4/10
Chairman, Board of Supervisors Date

ATTEST:

10/4/10
Clerk of the Board of Supervisors Date

GILA COUNTY

Michael A Pastor 9/7/10
Chairman, Board of Supervisors Date

ATTEST:

Marian D Reppard Chief Deputy Clerk 9-7-10
Clerk of the Board of Supervisors Date

DETERMINATIONS OF COUNSEL:

The foregoing Intergovernmental Agreement between Yavapai County and Gila County has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

YAVAPAI COUNTY

9/22/10
Yavapai County Attorney Date

GILA COUNTY

9-7-2010
Gila County Attorney Date

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA

DIVISION

HON. By:, Judicial Assistant

CASE NUMBER: Date:

COUNSEL:

STATE OF ARIZONA

Deputy Gila County Attorney

(Plaintiff) (For Plaintiff)

vs.

(Defendant) (For Defendant)

ORDER FOR COMMITMENT TO YAVAPAI COUNTY
RESTORATION TO COMPETENCY PROGRAM

The parties have stipulated the issue of Defendant's competency may be determined based upon the Courts review of the reports of the mental health experts who have examined the defendant. Based upon a review of the experts' reports:

THE COURT FINDS the Defendant is presently incompetent to participate in further proceedings in these cases;

THE COURT FURTHER FINDS that it is likely the Defendant can be restored to competency within 15 months pursuant to A.R.S. §13-4510(C);

THE COURT FURTHER FINDS pursuant to ARS §13-4511 and 13-4512, the Defendant is incompetent to accept treatment and to refuse treatment, including medication, and should be subject to involuntary treatment pursuant to A.R.S. §§13-4511 and 13-4512(E) and is not competent to understand or waive confidentiality;

THE COURT FURTHER FINDS that the Gila County Board of Supervisors has designated the Yavapai County Restoration to Competency Program as the Gila County competency restoration program pursuant to A.R.S. §13-4512(A);

NOW, THEREFORE, IT IS ORDERED that the Defendant is hereby committed to the Yavapai County Restoration to Competency Program to receive services necessary (as defined by the "Individualized Restoration Plan") to restore the defendant's competency.

IT IS FURTHER ORDERED that the medical staff of the facility in which the defendant is being restored or otherwise housed shall administer prescribed medication as necessary pursuant to A.R.S. §§13-4511 and 13-4514(D) during the pendency of this action.

IT IS FURTHER ORDERED that upon notification of approval for admission of the Defendant by the Yavapai County Restoration to Competency Program, the Gila County Sheriff shall transport the Defendant to the Yavapai County Restoration to Competency Program c/o Yavapai County Adult Detention Center, Camp Verde Arizona. The Clerk of the Court shall deliver copies of the evaluation reports to the Yavapai County Restoration to Competency Program.

IT IS FURTHER ORDERED The Yavapai County Restoration to Competency Program shall submit a written report to the Court 60 days from the date of admission, and every 60 days thereafter, stating the defendant's progress and prognosis, unless prior to that date it is concluded that competency has been restored or that there is no substantial probability that the defendant will be restored to competency within 15 months, in which case the Yavapai County Restoration to Competency Program shall immediately report to this Court in writing their conclusion.

DATED this ____ day of April, 2010.

_____

Superior Court Judge

cc: Gila County Sheriff/Jail – Transport (Fax # _____)
Yavapai County Restoration to Competency Program (Fax # 928-567-7744)

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-1288 **Consent Agenda Item 5- G**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For: Robert Gould, Community Development Division Director

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

Department: Community Development Division

Division: Community Development Administratio

Presenter's Name:

Information

Request/Subject

Approval of Extension of Delegation Agreement No. 06-0020 between the Arizona Department of Environmental Quality and Gila County.

Background Information

On October 9, 2007, Gila County approved Delegation Agreement No-06-0020 between the Gila County Community Development Division, Gila County Health and Community Services Division, and the Arizona Department of Environmental Quality (ADEQ) to delegate functions of ADEQ statutes, rules and policies for water quality and solid waste management functions and duties for the period 30 days after ADEQ approves said contract to June 30, 2011.

Evaluation

This agreement delegates the execution of the ADEQ Individual On-Site Sewage Treatment Rules to Gila County. This delegation allows Gila County to serve its residents directly and receive the permit fees for the services provided.

Conclusion

The Community Development Division-Wastewater Department provides soil evaluation oversight, on-site wastewater system plan review, permitting and construction inspections, conducts sewage and gray water complaint inspections and public health hazard mitigation and provides contractor services-training and oversight specified in Gila County Ordinance #01-2.

Recommendation

Recommend approval of the extension of the Delegation Agreement.

Suggested Motion

Approval of Extension of Delegation Agreement No. 06-0020 between Gila County Community Development Division, Gila County Health Division, and the Arizona Department of Environmental Quality (ADEQ) to delegate functions of ADEQ statutes, rules and policies for water quality and solid waste management functions and duties. Agreement previously extended until June 30, 2012, and it has been extended to June 30, 2013, or the effective date of the new agreement, whatever occurs first.

Attachments

Delegation Agreement No. 06-0020

Extension of Delegation Agreement No. 06-0020 6.4.12

ARS 11-952 Intergovernmental Agreements

ARS 41-1081 Standards for delegation

Legal Explanation

n

DELEGATION AGREEMENT

Between

Arizona Department of Environmental Quality

And

Gila County, hereinafter, County, a political subdivision of the State of Arizona, acting by and through the Gila County Community Development Division and Gila County Health and Community Services Division

Delegation Agreement # 06-0020

Whereas, A.R.S. § 49-107, authorizes the Director of the Arizona Department of Environmental Quality (ADEQ) to delegate to a local environmental agency, or county health department, any functions, powers, and duties, hereinafter, Functions and Duties, which the Director believes can be competently, efficiently, and properly performed by the local environmental agency, or county health department and

Whereas, the Gila County Community Development Division and Gila County Health and community Services Division are local environmental agencies or county health departments, hereinafter, LA, as set forth in A.R.S. § 49-107, and

Whereas, A.R.S. §§ 11-201(A)(3) and 11-952 authorize the County Board of Supervisors (and by delegation the LA, where the LA is a county environmental or health agency) to enter into contracts as necessary to assist LA in exercising its powers, and

Whereas, the LA deems that it is in its best interests to accept such delegation,

Therefore, the Director of ADEQ delegates to the LA, and the LA accepts the delegation of those Functions and Duties described in the Appendices of this Delegation Agreement, hereinafter Agreement, (Appendix A for Wastewater and Drinking Water Delegations, Appendix B for Solid Waste Delegations, Appendix C for Air Quality Delegations and Appendix D for Hazardous Waste Delegations) on behalf of ADEQ and in accordance with the terms and conditions specified in this Agreement.

A. DELEGATED FUNCTIONS AND DUTIES

The Functions and Duties that are delegated to the LA by this Agreement are identified in Sections A through N, and in Appendices A, B, C & D of this Agreement. ADEQ statutes, rules, policies and guidance shall be used in implementing the delegated Functions and Duties. The Functions and Duties not specifically delegated by this Agreement are retained by ADEQ.

B. STANDARDS OF PERFORMANCE

1. The standards of performance required of the LA to perform the delegated Functions and Duties and to fulfill the terms of this Agreement are those provided by statute and duly adopted rule, and are generally the same as those required of ADEQ personnel. The performance of the delegated Functions and Duties by the LA shall conform to ADEQ statutes, rules, policies and guidance. Program-specific standards of performance are identified in the Appendices of this Agreement.

2. ADEQ shall provide the LA with periodic training upon the request of the LA. LA personnel shall be invited to attend ADEQ internal compliance and enforcement training, which will be offered at least twice during a calendar year.

3. ADEQ shall provide operating guidance for use in implementing the terms of this Agreement concurrent with the execution of this Agreement. ADEQ will use its best efforts to provide the LA with new and/or updated guidance prior to or shortly after the effective date of the guidance. The guidance shall, at a minimum, include Engineering Bulletins, program guidance memoranda, substantive policy statements, copies of all applicable forms, policies and procedures, and other material that may assist the LA to carry out the delegated Functions and Duties specified in this Agreement. The LA may contact ADEQ for clarification or guidance on procedural or technical issues.

4. In the event of any dispute between the LA and a third party regarding the LA's interpretation or application of ADEQ statutes, rules, policies and guidance, ADEQ shall, if requested by the LA, provide timely assistance and direction to the LA.

C. FEE AUTHORITY & TYPES OF FEES

1. To the extent permitted by law, ADEQ delegates the authority to collect fees under its established fee rules to assure the LA may accomplish delegated Functions and Duties according to the applicable standards.

   The LA shall annually report delegated program authority fees to ADEQ on or before September 1. The report shall list all permits issued that year and the total revenue for each general permit category. ADEQ shall provide the LA with a template for the report. The report shall be delivered to ADEQ Central Office,

1110 West Washington Avenue, Phoenix, Arizona 85007, to the Office of the Chief Financial Officer.

Unless otherwise provided by statute, fees imposed by the LA shall be limited to the cost of service, including all direct and indirect costs.

2. Fees are authorized by, and shall conform to, the requirements of state laws and rules and county ordinances.

3. All fees collected by the LA pursuant to this Agreement shall be retained by the LA as consideration for performing the Functions and Duties described in this Agreement.

D. PERSONNEL QUALIFICATIONS

The required personnel qualifications for exercising each Program's delegated Functions and Duties are identified in the corresponding Appendix to this Agreement.

E. RECORD KEEPING AND REPORTING REQUIREMENTS

1. The LA agrees to maintain records relating to its performance of the delegated Functions and Duties as specified in this Agreement, for a period of five years, from the date of expiration, or termination of this Agreement, or from the date of complete resolution any technical dispute, contested case, action against a party or any appealable agency action, whichever is longer, unless a longer period is required by statute or rule.

2. The LA agrees to create and submit reports related to its performance of the delegated Functions and Duties as specified in this Agreement. The reports shall be created and submitted to ADEQ in accordance with the specifications in the Appendices to this Agreement.

F. OVERSIGHT ACTIVITIES

1. ADEQ may accompany LA personnel on inspections and may review all records relating to the LA's performance of the delegated Functions and Duties as set forth in this Agreement. ADEQ shall provide prior notice to the LA of its intent to accompany LA employees on inspections. LA representatives may accompany ADEQ inspectors on inspections for purposes of training, information sharing or coordinating LA and ADEQ activities. The LA shall provide prior notice to ADEQ of its request to accompany ADEQ inspectors on inspections.

2. At least once during the term of this Agreement, ADEQ shall conduct an evaluation of the LA's performance of the delegated Functions and Duties. More frequent evaluations may be undertaken at the request of either party to this Agreement. The initial results of

all program evaluations shall be in writing and shall be communicated to the LA in a draft report. The LA is entitled to comment on the draft report. After ADEQ'S response to comments, ADEQ shall finalize the report and transmit a copy to the LA. The final reports of all program evaluations are public documents pursuant to A.R.S. § 39-121 *et seq*.

G. DELEGATION OF ENFORCEMENT AUTHORITIES; LOCAL AGENCY OBLIGATIONS

1. This Agreement is subject to the provisions of A.R.S. §§ 49-106.

2. As a supplement to any independent statutory authority an LA may hold, LA is hereby delegated the enforcement authorities pursuant to A.R.S. §§ 44-1307, 49-141 & 142, 49-261 & 262, 49-354 (A) & (B), 49-460 through 463, 49-781 through 783, 49-791, 49-922(B), 49-923 & 924, as applicable to the delegated Functions and Duties specified in this Agreement.

3. The LA shall be responsible for initiating timely and appropriate enforcement actions for alleged violations by individuals and facilities affected under this Agreement. The LA shall make compliance determinations and conduct enforcement actions in accordance with ADEQ's Compliance and Enforcement Handbook. The LA shall use inspection checklists and boilerplate documents provided by ADEQ or such documents that contain the same content as those documents provided by ADEQ.

4. ADEQ retains its authority to take an enforcement action against any individual or facility, the regulation of which, is specified in this Agreement. ADEQ may, at its discretion, refrain from exercising such authority if ADEQ determines that the enforcement action taken by the LA is timely, appropriate and effective. Except in a case involving an immediate threat to the public health, safety or environment, ADEQ shall give the LA 30 days prior written notice of its intent to initiate an enforcement action if the LA fails to initiate such enforcement action. In a case involving an immediate threat to the public health, safety or environment, ADEQ shall make its best efforts to notify the LA prior to its undertaking such an enforcement action.

5. Where appropriate, and if there is no conflict with applicable environmental laws and rules, LA may conduct enforcement action using the authority provided by A.R.S. Title 36 or A.R.S. Title 49, Chapter 3, Article 3. Nothing herein shall preclude LA from independently initiating enforcement action pursuant to its own authority under A.R.S. §§ 36-602 & 603, §§ 49-143 & 144, or any other civil or criminal statute or local ordinance, or from pursuing any other available legal or equitable remedy.

6. In those cases where the Attorney General has exclusive authority to bring an action to collect civil penalties, ADEQ shall timely notify the Attorney General of the LA's intent to initiate an enforcement action and such enforcement action shall be coordinated among the LA, ADEQ, the Attorney General and the LA's County Attorney.

7. Unless the LA has independent statutory enforcement authority, then in cases of civil enforcement, the LA and ADEQ shall coordinate litigation and settlements. The LA and ADEQ may act as co-plaintiffs in order to maximize resources.

8. Civil penalties assessed and collected under the authority of ADEQ's statutory enforcement authority shall be in the name of the State of Arizona, and shall be forwarded to ADEQ with copies of court documentation for deposit into the state general fund in accordance with Arizona Revised Statutes, Title 35, Article 3.

9. ADEQ may, with 30 days prior written notice to the LA, execute compliance initiatives directed at certain classes of violations or facilities that are alleged to be in violation of applicable statutes or rules. The LA agrees that, when such compliance initiatives involve facilities, the regulation of which has been delegated in by this Agreement, it will, to the best of its ability, cooperate in the successful execution of such compliance initiatives

H. APPEALS OF LOCAL AGENCY ACTIONS

1. Unless otherwise provided by statute, LA shall conduct administrative hearings for appeals of licensing decisions and enforcement actions taken by the LA under the delegated functions and duties of this Agreement in accordance with the A.R.S. Title 41, Chapter 6 Administrative Procedures, A.R.S. § 41-1092 *et seq.*, and the Office of Administrative Hearings, Rules of Procedure, A.A.C. R2-19-101 *et seq.* The LA shall use administrative law judges provided by the Office of Administrative Hearings (OAH). If an OAH administrative law judge conducts an administrative hearing under this Agreement, ADEQ shall pay for the LA's OAH hearing related costs. The LA or either the LA's County Attorney or counsel retained by LA shall may represent the LA at all administrative hearings. Nothing in this agreement mandates the LA contract for the services of administrative law judges with respect to administrative hearings involving matters arising from the LA's independent authority, functions and duties.

2. Pursuant to A.R.S. § 12-904, if the OAH grants or denies the relief requested, either the appellant or the LA may file, within 35 days after the decision, a complaint in superior court.

3. The LA shall provide ADEQ a report by July 31st of appeals filed and their final resolution during the previous calendar year.

I. LICENSING AUTHORITY

1. Except as provided under A.R.S. § 49-471.13, the LA agrees to comply with the overall time frames set forth in A.A.C. R18-1-525 when issuing licenses pursuant to delegated Functions and Duties under this Agreement. The LA shall provide a quarterly report to ADEQ indicating the number of licenses issued that quarter, by general type of license, and the number of licenses that exceeded the licensing time frame for the licensing decision. If the LA fails to meet a licensing time frame, the quarterly report shall indicate

the reason(s) why the licensing time frame was missed and the corrective action the LA has taken. If the LA demonstrates a pattern of failing to meet the required licensing time frames, ADEQ shall assist the LA in correcting the deficiencies in LA's licensing procedures.

2. The LA shall submit the quarterly reports described in subsection 1 of this Section to the ADEQ primary contact person designated in Appendices A through D.

J. LOCAL AGENCY INDEPENDENT AUTHORITY; SUBDELEGATION

1. ADEQ's delegation of Functions and Duties to a municipality within the LA's boundaries shall in no way infringe upon, reduce or usurp the LA's right, authority and responsibility to implement non-delegated locally authorized activities and programs.

2. The LA may not sub-delegate Functions and Duties delegated pursuant to this Agreement to another local government agency or political subdivision without obtaining the prior written approval of the Director of ADEQ.

3. ADEQ shall provide the LA a copy of any delegation agreement it has entered into with a municipality, located in whole or in part, within the LA's boundaries.

K. CONFLICT RESOLUTION PROCEDURES

The parties may resolve a conflict arising under this Agreement through arbitration. If the parties invoke this provision, the parties shall select a mutually acceptable third party as arbitrator. Each party shall bear its own arbitration fees, attorney fees and costs.

L. AMENDMENT AND TERMINATION PROCEDURES

1. Either party at any time may initiate a substantive amendment to this Agreement. An amendment to this Agreement shall be in writing, shall be executed by the Director of ADEQ, the Director of the LA, the Chairman of the LA's Board of Supervisors, the Clerk of the LA's Board of Supervisors and shall be approved as to form by the Attorney General and the LA's County Attorney. Amendments shall be filed with the Secretary of State Amendments shall be effective 30 days after written notice of ADEQ's final decision to amend this agreement

2. This Agreement may be terminated, in whole or in part, by either party upon providing 30 days prior written notice by certified mail to the other party and in compliance with subsection 3 of this section.

3. The LA shall, prior to the termination of all or part of this Agreement, forward to the ADEQ Director all files, public documents or pending applications received by the LA

those delegated Functions and Duties, and shall provide written notification to all persons with pending applications and to all regulated facilities affected by the termination of this Agreement.

4. The cancellation provisions of A.R.S. § 38-511, the terms of which are hereby incorporated herein, shall apply to this Agreement.

M. TERM OF AGREEMENT

This Agreement is effective 30 days after written notice of ADEQ's decision to enter into this Agreement. The expiration date of this Agreement is June 30, 2011. If a new Agreement is not executed by that date, this Agreement may be extended by mutual agreement of both parties by filing an amendment in accordance with A.R.S. § 41-1081

N. NAME AND ADDRESS OF PRIMARY CONTACT PERSONS

ADEQ Edward M. Ranger
Administrative Counsel
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, AZ 85007
(602) 771-2212
emr@azdeq.gov

LA <u>For Appendix A and Appendix B, Item #1, Item #3-Sewage & Gray Water Nuisance Complaints</u>
Name: Jake Garrett, P.E.
Title: Wastewater Department Manager
Address: Gila County Community Development Division
714 S. Beeline Hwy, Ste 200
Payson, AZ 85541
Tel: (928) 474-7177 Fax: (928) 474-0802
jgarrett@co.gila.az.us

<u>For Appendix B, Item #2, Item #3-All Other Nuisance Complaints, Item #4</u>
Name: David J.H. Fletcher, R.S.
Title: Director
Address: Gila County Division of Health and Community Services
5515 S. Apache Ave., Ste 300
Globe, AZ 85501
Tel: (928) 402-8801 Fax: (928) 4250794
dfletcher@co.gila.az.us

The name of a successor to either of the above individuals shall not require the execution of an amendment to this Agreement.

Signature Page for
Gila County
Delegation Agreement # 06-0020

Arizona Department of Environmental Quality

11/9/07

Stephen A. Owens, Director Date

Gila County community Development Division
Wastewater Department

9/17/2007

Jake Garrett, Manager Date

Gila County
Division of Health and Community Services

9/23/07

David J.H. Fletcher, Director Date

Gila County Board of Supervisors

10-09-07

Jose M. Sanchez, Chairman Date

Attest:

10/9/07

Clerk of the Board Date

Pursuant to A.R.S. § 11-952(D), the foregoing Agreement has been reviewed by the undersigned attorneys for the County Community Development and the Arizona Department of Environmental Quality, who have determined that this Agreement is in proper form and is within the powers and authority granted under Arizona law to their respective agencies.

10/2/07

County Attorney Date

10/31/07

Arizona Assistant Attorney General Date

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007
(602) 771-2300 • www.azdeq.gov

Janice K. Brewer
Governor

Henry R. Darwin
Director

Extension of Delegation Agreement No. 06-0020
Between the
Arizona Department of Environmental Quality
and
Gila County

In accordance with the provisions of A.R.S. § 41-1081 and the procedure outlined in Section M of the Delegation Agreement # 06-0020, this Delegation Agreement having been previously extended until June 30, 2012, the undersigned parties agree to extend the existing Agreement until June 30, 2013, or the effective date of the new Agreement, whatever occurs first.. Upon becoming effective, this extension applies retroactively to July 1, 2012.

Arizona Department of Environmental Quality

Henry Darwin, Director Date

Gila County Division of Health & Emergency Services, Environmental Health Department

Michael O'Driscoll 6/1/12
Michael O'Driscoll, Director Date

Gila County Board of Supervisors

Tommie C. Martin, Chairman Date

Gila County Community Development Division, Wastewater Department

Robert A. Gould 5-31-12
Robert A. Gould, Director Date

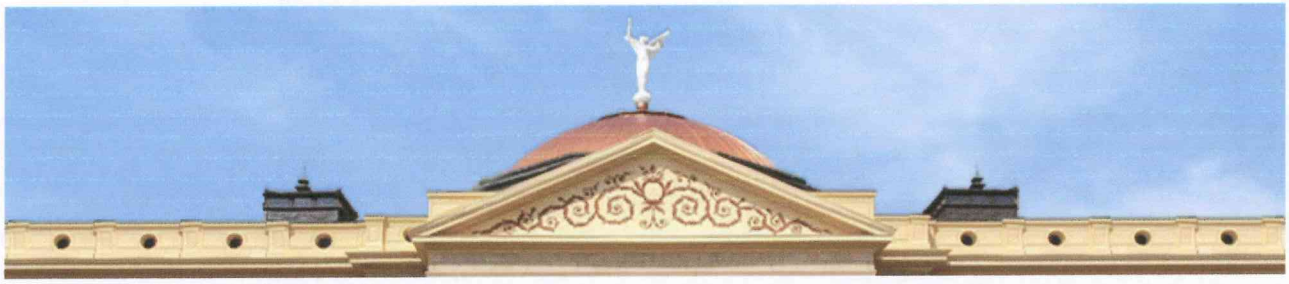
Attest:

Clerk of the Board Date

Pursuant to A.R.S. § 11-952(D), the foregoing Agreement has been reviewed by the undersigned attorneys for the County Department of Health Services and the Arizona Department of Environmental Quality, who have determined that this Agreement is in proper form and is within the powers and authority granted under Arizona law to their respective agencies.

County Attorney Date

5/23/12
Arizona Assistant Attorney General Date



11-952. Intergovernmental agreements and contracts

A. If authorized by their legislative or other governing bodies, two or more public agencies or public procurement units by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties.

B. Any such contract or agreement shall specify the following:

1. Its duration.
2. Its purpose or purposes.
3. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget for the undertaking.
4. The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property on such partial or complete termination.
5. If a separate legal entity is formed pursuant to subsection A, the precise organization, composition, title and nature of the entity.
6. Any other necessary and proper matters.

C. No agreement made pursuant to this article shall relieve any public agency of any obligation or responsibility imposed on it by law.

D. Except as provided in subsection E, every agreement or contract involving any public agency or public procurement unit of this state made pursuant to this article, 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.

E. A federal department or agency or public agency of another state that is a party to an agreement or contract made pursuant to this article is not required to submit the agreement or contract to the attorney for the department or agency unless

required under federal law or the law of the other state.
F. Appropriate action by ordinance or resolution or otherwise pursuant to the laws applicable to the governing bodies of the participating agencies approving or extending the duration of the agreement or contract shall be necessary before any such agreement, contract or extension may be filed or become effective.
G. An agreement or contract may be extended as many times as is desirable, but each extension may not exceed the duration of the previous agreement.
H. Payment for services under this section shall not be made unless pursuant to a fully approved written contract.
I. 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.
J. Notwithstanding any other provision of law, public agencies may enter into a contract or agreement pursuant to this section with the superior court, justice courts and police courts for related services and facilities of such courts for a term not to exceed ten years, with the approval of such contract or agreement by the presiding judge of the superior court in the county in which the court or courts that provide the facilities or services are located.

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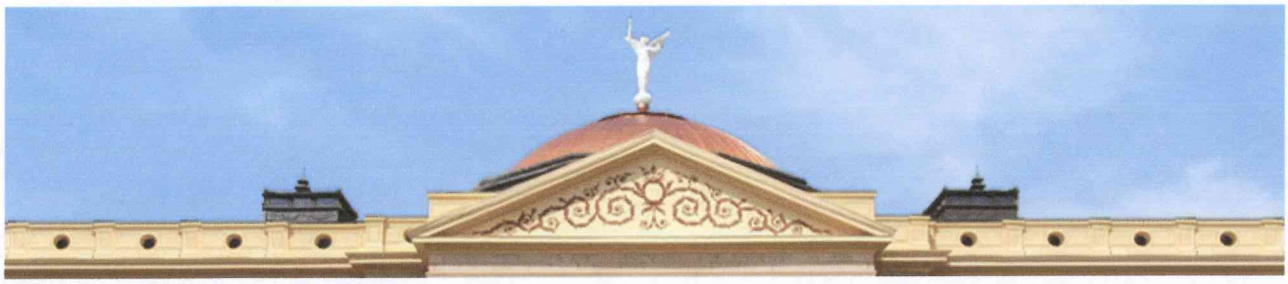

41-1081. Standards for delegation

A. No agency may enter into or amend any delegation agreement unless the delegation agreement clearly sets forth all of the following:

1. Each function, power or duty being delegated by the agency, the term of the agreement and the procedures for terminating the agreement.
2. The standards of performance required to fulfill the agreement.
3. The types of fees that will be imposed on regulated parties and the legal authority for imposing any such fees.
4. The qualifications of the personnel of the political subdivision responsible for exercising the delegated functions, powers or duties.
5. Record keeping and reporting requirements.
6. Auditing requirements if the delegation agreement includes the transfer of funds from the delegating agency to the political subdivision.
7. A definition of the enforcement role if enforcement authority is being delegated.
8. Procedures for resolving conflicts between the parties to the delegation agreement.
9. Procedures for amending the delegation agreement.
10. The names and addresses of primary contact persons at both the delegating agency and the political subdivision.

B. An agency that seeks to delegate functions, powers or duties shall file with the secretary of state a summary of the proposed delegation agreement. The summary shall provide the name of a person to contact in the agency with questions or comments and shall state that a copy of the proposed delegation agreement may be obtained upon request from the agency. The secretary of state shall publish the summary in the next register.

C. For at least thirty days after publication of the notice of the proposed delegation agreement in the register, the agency shall provide persons the opportunity to submit in writing statements, arguments, data and views on the proposed delegation agreement and shall provide an opportunity for a public hearing if there is sufficient public interest.

D. A public hearing on the delegation agreement shall not be held earlier than thirty days after the notice of its location and time is published in the register. The agency shall determine a location and time for the public hearing that affords a reasonable opportunity for persons to participate. At that public hearing persons may present oral argument, data and views on the proposed delegation agreement.
E. After the conclusion of the public comment period and hearing, if any, the agency shall prepare a written summary, responding to the comments received, whether oral or written. The agency shall consider the comments received from the public in determining whether to enter into the proposed delegation agreement. The agency shall give written notice to those persons who submitted comments of the agency's decision on whether to enter into the proposed delegation agreement. The delegation agreement is effective thirty days after written notice of the agency's final decision is given unless an appeal is filed and pending before the council pursuant to subsection F.
F. A person who filed written comments with the delegating agency objecting to all or part of the proposed delegation agreement may appeal to the council the delegating agency's decision to enter into the delegation agreement within thirty days after the agency gives written notice to enter into the delegation agreement pursuant to subsection E. The council shall place the appeal of the delegation agreement on its next meeting agenda if at least three council members make such a request of the council chairman within two weeks of the filing of the appeal.
G. Delegation agreements that are appealed to and considered by the council shall become effective upon council approval of the delegation agreement. Delegation agreements that are appealed to the council and not considered by the council are effective either thirty days after written notice of the agency's final decision is given pursuant to subsection E, or two weeks after an appeal is filed if at least three council members do not request council consideration of the delegation agreement pursuant to subsection F, whichever date is later.
H. The council shall not approve the delegation agreement if it does not meet the provisions set forth in subsection A or if the agency has not provided adequate notice and an opportunity for comment to the public.

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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-1294 **Consent Agenda Item 5- H**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	Kendall Rhyne, Chief Probation Officer	Submitted By:	Sylvia Hernandez, Probation Officer Manager, Superior Court
Department:	Superior Court	Division:	Probation Department
Fiscal Year:	FY 2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	07/01/2012 - 06/30/2013	Grant?:	No
Matching Requirement?:	Yes	Fund?:	Renewal

Presenter's Name: Joe Heatherly

Information

Request/Subject

Resolution No. 12-06-03-Probation Department's Participation in FY 2012-2013 Family Counseling Program.

Background Information

For the past eleven years, Gila County has been providing a matching fund requirement for the Gila County Probation Department to participate in the Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

Evaluation

As provided for in A.R.S. §8-264, a county may elect to participate in the family counseling programs by resolution of the county's board of supervisors. The supreme court shall then certify a list of counties which have elected to participate and shall inform those counties of the amounts of funding available to them.

The court shall certify that the amount expended by the county for purposes of determining matching funds has been utilized to supplement, not supplant, county or state funds that would otherwise by made available for family counseling services.

The court shall certify that the amount of aid provided by the state and county to a family counseling program does not exceed seventy percent of the program's annual operating budget.

Conclusion

The monies for this program provide services for strengthening family relationships and prevention of juvenile delinquency.

Recommendation

Gila County Probation Department recommends the adoption of Board Resolution No. 12-06-03 certifying that the Board of Supervisors will provide $2,305 in matching funds for the participation in the Family Counseling Program.

Suggested Motion

Approval to adopt Resolution No. 12-06-03 authorizing Gila County Probation Department's participation in the FY 2012-2013 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certifying that a matching fund requirement of $2,305 for the Program will be provided by the County.

Attachments

Resolution No. 12-06-03 Family Counseling

RESOLUTION NO. 12-06-03

A RESOLUTION AUTHORIZING GILA COUNTY PROBATION DEPARTMENT'S PARTICIPATION IN THE FY 2012-2013 FAMILY COUNSELING PROGRAM THROUGH THE ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS, JUVENILE JUSTICE SERVICES DIVISION, AND CERTIFYING THAT A MATCH FUND REQUIREMENT OF $2,305 FOR THE PROGRAM WILL BE PROVIDED BY THE COUNTY.

WHEREAS, the Gila County Board of Supervisors hereby elects to have the county participate in the Family Counseling Program as provided for in A.R.S. §8-261 through §8-265 for fiscal year 2012-2013; and

WHEREAS, the Gila County Board of Supervisors resolves that $2,305 in matching funds will be provided by this county's Board of Supervisors for Gila County, Arizona.

PASSED AND ADOPTED this 26th day of June 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

ARF-1301 **Consent Agenda Item 5- I**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For: Marian Sheppard, Chief Deputy Clerk, BOS

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

Department: Clerk of the Board of Supervisors

Presenter's Name:

Information

Request/Subject

Landmark at the Creek - Application for a Temporary Extension of Patio/Premises for June 29, 2012, through July 8, 2012.

Background Information

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (Department). The local governing body usually has established internal procedures for review and approval of the application. The Department has final approval of all recommendations submitted by the local governing body.

Gary Werlinger submitted an application to temporarily extend the premises/patio where liquor is permitted to be served at the Landmark at the Creek in order to have special events from June 29, 2012, through July 8, 2012. The Landmark at the Creek is located in Payson.

Evaluation

The application has been reviewed by the Chief Deputy Clerk of the Board. Staff from the Community Development Division also reviewed the application. Both departments have no objections with regard to this application.

Conclusion

This application is ready to be presented to the Board of Supervisors for a decision. The Board's recommendation will then be sent to the Department for a final decision.

Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the Department.

Suggested Motion

Approval of an Application for Extension of Premises/Patio Permit submitted by Gary Werlinger to temporarily extend the premises where liquor is permitted to be served at the Landmark at the Creek for the period June 29, 2012, through July 8, 2012, for special events.

Attachments

Landmark at the Creek Premises Extension Application

Landmark at the Creek Internal Approval Memo

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

Date payment received _____
CSR Initials _____

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

☐ Permanent change of area of service – List specific purpose for change: _____

■ Temporary change for date(s) of: 6 / 29 / 12 through 7 / 8 / 12 List specific purpose for change: Forth of July Weekend Community Events and Horse Shoe Pits.

1. Licensee's Name: Werlinger (Last) Gary (First) Lee (Middle)
2. Mailing Address: 1177 E. Christopher Creek Loop (City) Payson (State) Arizona (Zip) 85541
3. Business Name: Landmark at the Creek, LLC LICENSE #: _____
4. Business Address: 1177 E. Christopher Creek Loop (City) Payson (COUNTY) Gila (State) AZ (Zip) 85541
5. Business Phone: (928) 478-4587 Residence Phone: (480) 857-9289
6. Do you understand Arizona Liquor Laws and Regulations? ■ YES ☐ NO Fax #: (480) 898-1755
7. Have you received approved Liquor Law Training? ☐ NO ■ YES If so, when does your Certificate expire? 2 / 2 / 13
8. What security precautions will be taken to prevent liquor violations in the extended area? Temporary Barriers
9. Does this extension bring your premises within 300 feet of a church or school? ☐ YES ■ NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption: _____

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: __/__/__

******After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.**

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

_____ (Authorized Signature) _____ (Title) _____ (Agency)

I, Gary L. Werlinger (Print full name), being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

X _____ (Signature of Owner or Agent)

State of Arizona County of Maricopa
SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date
5 (Day) June (Month) 2012 (Year)

My commission expires on: Aug 15 / 2013

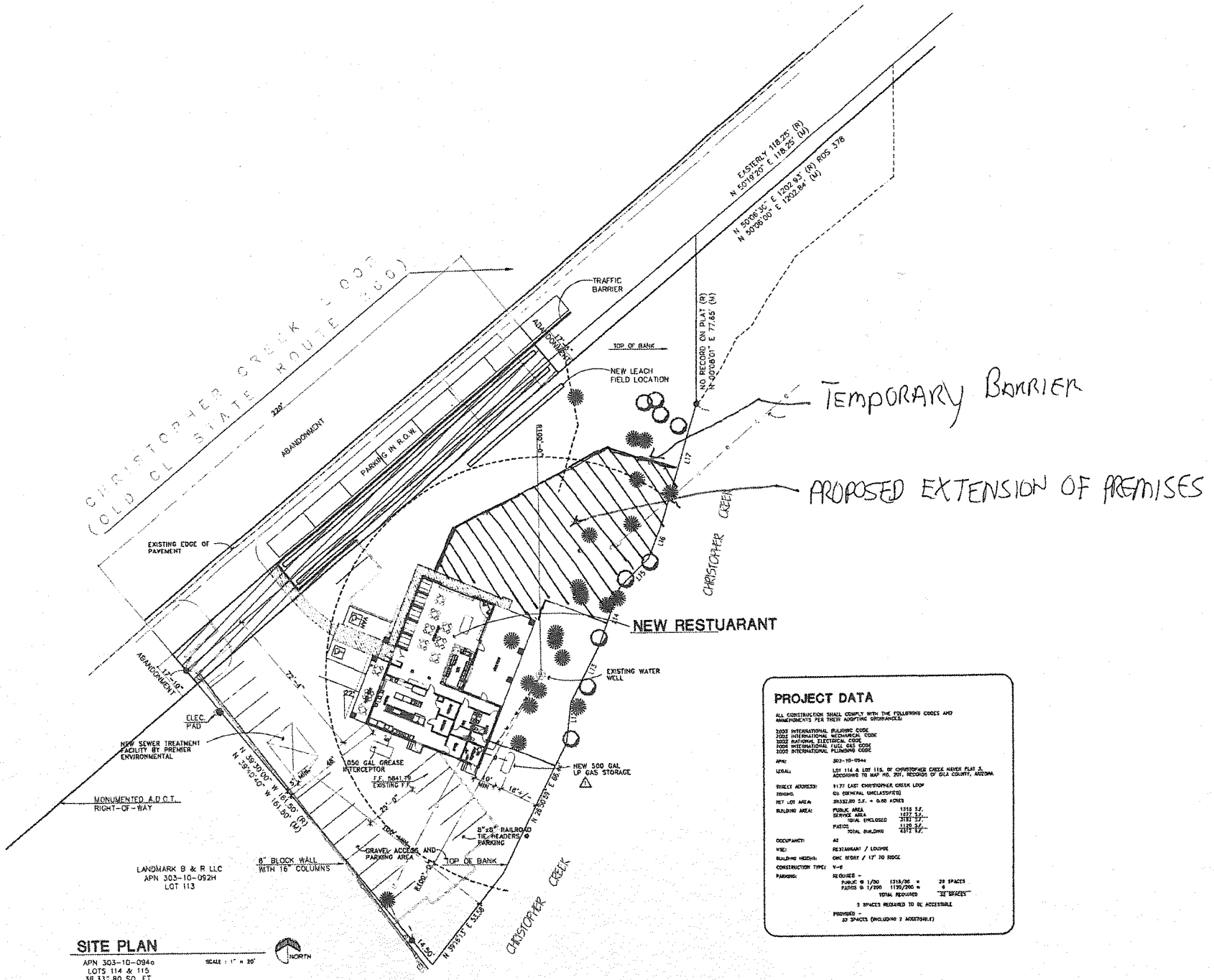
_____ (Signature of NOTARY PUBLIC)

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: __/__/__

Director Signature required for Disapprovals _____ Date: __/__/__

OFFICIAL SEAL
LANDON LYLE DIMBATT
Notary Public – State of Arizona
Maricopa County
My Comm. Expires August 15, 2013

4/16/2012 *Disabled individuals requiring special accommodation, please call the Department (602) 542-9027



SITE PLAN

APN 303-10-094o
LOTS 114 & 115
38,332.80 SQ. FT.

SCALE : 1" = 20'

PROJECT DATA

ALL CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING CODES AND AMMENDMENTS PER THEIR ADOPTING ORDINANCES:

2003 INTERNATIONAL BUILDING CODE
2002 INTERNATIONAL MECHANICAL CODE
2002 NATIONAL ELECTRICAL CODE
2006 INTERNATIONAL FUEL GAS CODE
2003 INTERNATIONAL PLUMBING CODE

APN:	303-10-094o
LEGAL:	LOT 114 & LOT 115, OF CHRISTOPHER CREEK HAVEN PLAT 2, ACCORDING TO MAP NO. 201, RECORDS OF GILA COUNTY, ARIZONA.
STREET ADDRESS:	9171 EAST CHRISTOPHER CREEK LOOP
ZONING:	GU (GENERAL UNCLASSIFIED)
NET LOT AREA:	38332.80 S.F. = 0.80 ACRES
BUILDING AREA:	PUBLIC AREA 1318 S.F. SERVICE AREA 1877 S.F. TOTAL ENCLOSED 3195 S.F. PATIOS 1120 S.F. TOTAL BUILDING 4315 S.F.
OCCUPANCY:	A2
USE:	RESTAURANT / LOUNGE
BUILDING HEIGHT:	ONE STORY / 17' TO RIDGE
CONSTRUCTION TYPE:	V-B
PARKING:	REQUIRED - PUBLIC @ 1/50 1318/50 = 26 SPACES PATIOS @ 1/200 1120/200 = 6 TOTAL REQUIRED 32 SPACES

2 SPACES REQUIRED TO BE ACCESSIBLE

PROVIDED -
32 SPACES (INCLUDING 2 ACCESSIBLE)

GILA COUNTY
INTEROFFICE MEMORANDUM

DATE: June 7, 2012

TO: Bob Gould and Joe Mendoza, Community Development Division

FROM: Marian Sheppard, Clerk of the Board of Supervisors Department MS

SUBJECT: APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Gary Werlinger to temporarily extend the liquor license service area on June 29, 2012, through July 8, 2012, at the Landmark at the Creek, 1177 E. Christopher Creek Loop, Payson, Arizona.

A.R.S. §4-207.01 (B) states, "No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises and shall have secured the written approval by the director. This provision shall apply to any person to person transfer of the licensed premises."

I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval, and return this memorandum to me. Thank you.

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.
****

THIS ESTABLISHMENT **DOES / DOES NOT** (circle one) MEET THE ZONING REQUIREMENT FOR A **TEMPORARY** EXTENSION OF PREMISES/PATIO PERMIT.

Community Development Division: Date:

Approved by Bob Gould, but not available for signature. M Sheppard

Bob Gould, Director

6/7/12

Joe Mendoza, Chief Building Official

no Building Code issues

ARF-1306 **Consent Agenda Item 5- J**

Regular BOS Meeting

Meeting Date: 06/26/2012

Submitted For:	John Nelson, Deputy County Manager/Clerk	Submitted By:	Janice Cook, Administrative Services Manager, Deputy County Manager
Department:	Deputy County Manager		
Fiscal Year:	11/12	Budgeted?:	Yes
Contract Dates Begin & End:	7/1/11 - 6/30/12	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal
Presenter's Name:			

Information

Request/Subject

Agreement between Gila County and the Arizona State Forestry Division for FY 2011-2012 for Environmental Program Assistance.

Background Information

In 1999, the counties of Apache, Gila, Graham, Greenlee, and Navajo agreed by vote of their Boards of Supervisors to expend State-appropriated monies to implement environmental programs that would impact economic development through the Environmental Economic Communities Organization (EECO). The counties then submitted a joint plan to the Arizona State Forester describing projects in the five counties which demonstrated the feasibility and necessity of multiple use of natural resources and renewable energy.

In FY 2011-2012, the State budget included a $75,000 appropriation for EECO, the disbursement for which is contingent upon (1) the State Forester's approval of EECO's proposed projects and (2) the execution of an Agreement by each member county's Board of Supervisors.

Evaluation

The State Forester has approved EECO's three proposed environmental projects which will positively impact economic development in Apache, Gila, Graham, Greenlee and Navajo counties. An Agreement is required by each member county's Board of Supervisors in order for the State to disburse a total of $75,000, payable to each county in the amount of $15,000 each.

Conclusion

Administration believes that execution of the proposed Agreement with the Arizona Division of Forestry is in the best interest of Gila County in order for projects (common to Apache, Gila, Graham, Greenlee and Navajo counties) which impact economic development can proceed with State funding.

Recommendation

Administration recommends approval of the Agreement with the State Forestry Division in order to facilitate disbursement of $15,000 in State funding for environmental projects that affect economic development in EECO's five member counties.

Suggested Motion

Approval of an Agreement between Gila County and the Arizona Division of Forestry for the disbursement of $15,000 to Gila County in order to proceed with three environmental projects (that are common to and which impact economic development) in Apache, Gila, Graham, Greenlee and Navajo counties which, were identified by the Environmental Economic Communities Organization on behalf of the counties and submitted to the State Forester who has approved them.

Attachments

Ltr to EECO Director

Work Plan 11/12

Agreement with the Arizona State Forestry Division

Legal Explanation

Janice K. Brewer
Governor

Scott Hunt
State Forester

Arizona State Forestry Division

Office of the State Forester
1110 W. Washington St., Suite 100
Phoenix, AZ 85007
(602) 771-1400

May 29, 2012

Mr. Larry Stephenson
Executive Director
Environmental Economic Communities Organization
P.O. Box 2010
Payson, AZ 85541

Dear Mr. Stephenson,

I am enclosing an approved copy of the annual plan for the County Environmental Programs Impacting Economic Develop signed by the State Forester on May 24th. We appreciate your ongoing efforts and are thankful for our ability to support your important work.

In addition to activities outlined in the plan, the Forestry Division appreciates your willingness to provide input to the State Forester and his staff. As your time permits, we will continue to request your participation and input through the year in various advisory groups to address forestry practices, grant prioritization, and other activities of the State Forestry Division. We value your input and the perspective of the counties you represent.

I am also forwarding, by electronic mail, agreements to be executed for each of the five counties represented by the Environmental Economic Communities Organization (EECO). These agreements allow disbursement of $15,000 to each county for activities during the 2012 State fiscal year to support the annual plan of work outlined above.

Please have two copies of each agreement signed by the appropriate County representative and returned to our office for final signature by the State Forester. A fully executed copy of the agreements will be returned to the respective county for their files.

Sincerely,

Glen Buettner
Grants Program Manager
(602) 771-1410

C: Scott Hunt, Arizona State Forester

A PLAN
FOR RECEIPT AND EXPENDITURE OF MONIES
SUBMITTED TO THE ARIZONA STATE FORESTRY DIVISION FOR
COUNTY ENVIRONMENTAL PROGRAMS IMPACTING ECONOMIC DEVELOPMENT

In 1999, Apache, Gila, Graham, Greenlee, and Navajo Counties ("Counties") agreed by vote of their Boards of Supervisors to expend State-appropriated monies and implement environmental programs impacting economic development through the Environmental Economic Communities Organization ("EECO"). Subsequently, the Counties submitted for approval a joint plan that directed the implementation of projects in the five Counties, projects which were designed to show the feasibility and necessity of the multiple uses of our natural resources and renewable energy.

In 2011-2012, the State Budget included a $75,000 appropriation for EECO, subject to the submittal of a proposed plan that is approved by Arizona State Forester, Arizona State Forestry Division. In 2012, each of the Counties signed an updated Intergovernmental Agreement with the State Forestry Division which stipulates a plan be submitted for approval. This plan is show the projects and how the monies will be spent. The following is a description of the plans for expenditure of the FY 2011-2012 funds. A line item description of planned expenditures is attached to this plan.

Project 1: Attempts to Develop Biomass Projects

Project 2: Participation in the Mexican Gray Wolf Reintroduction Project

Project 3: Participation in Professional Organizations

Approved this 18th day of April, 2012

Mark C. Herrington

Mark C. Herrington, Chairman, EECO Board of Directors

Approved this 24 day of May, 2012.

Scott Hunt

Scott Hunt, Arizona State Forester

EECO PROJECT 1

PROJECT TITLE: ATTEMPTS TO DEVELOP BIOMASS PROJECTS

Projected FY 2011-2012 Cost: $45,000
State Appropriation Total: $30,500

WHO: EECO leadership and participation in efforts to develop the utilization of forest biomass for wood products, heating, electrical generation and other innovative uses. Beneficiaries might include the Apache-Sitgreaves, Tonto, Coronado, Kaibab, and Coconino National Forests, local-based forest products industries, entrepreneurs, and utilities, as well as other interested and impacted parties.

WHERE: Apache, Gila, Graham, Greenlee, Navajo and Coconino Counties

WHAT: The funds would be used to support the staff effort needed to prepare for, advocate, coordinate and undertake this effort. An effort will also be made to apply for any applicable federal biomass-related grants, should they become available.

WHY: EECO has a history of being involved in biomass utilization efforts. This current effort will take advantage of changes in technologies in the biomass area, as well as societal, institutional, and regulatory changes that provide incentives for utilization of biomass. For example, EECO was involved in the Arizona Corporation Commission's "Renewable Energy Standards and Tariff (REST). Recognizing the large unmet need for thinning and restoration in the respective national forests, EECO has been highly involved from the start in the Four Forest Restoration Initiative (4FRI), an ambitious plan to restore 2.4 million acres of ponderosa pine in northern Arizona by creatively incorporating industry.

WHEN: Periodic scheduled meetings during the year of the 4FRI Stakeholders and various Working Groups of the 4FRI, as well as a myriad of special meetings and cajoling.

OUTPUT: The ideal outcome for this effort would be an operating industry capable of utilizing large volumes of biomass. EECO has been urging the U.S. Forest Service to issue the long-awaited large stewardship contract for 4FRI, based on the responses to their RFP. Such a contract will help establish a viable market for wood in northern Arizona. There will be a project progress report at the end of the year to the Arizona State Forestry Division.

EECO PROJECT 2

PROJECT TITLE: PARTICIPATION IN THE MEXICAN GRAY WOLF REINTRODUCTION PROJECT

Projected FY 2011-2012 Cost: $38,000
State Appropriation Total: $23,500

WHO: EECO participation in the Mexican Gray Wolf Reintroduction Project. This project of national interest is lead by the U.S. Fish and Wildlife Service (USFWS), in conjunction with the Arizona Game and Fish Department, the U.S. Forest Service, the federal Wildlife Services, the White Mountain Apache Tribe, the San Carlos Tribe, and Greenlee, Graham, and Navajo Countities. There is an interagency group, operating under a Memorandum of Understanding (MOU) that coordinates and makes recommendations to USFWS. Additionally, EECO sits on the recently-formed 11 member "Mexican Wolf Interdiction Fund Stakeholder Council" that is charged with planning and funding livestock losses by ranchers due to wolf activity.

WHERE: Graham, Greenlee, and Navajo Counties, and New Mexico. The only area in the nation currently designated for initial release of Mexican Gray Wolves is a portion of Greenlee County (the "Blue Range Wolf Recovery Area"). A "secondary" recovery area is in eastern New Mexico. The meetings of the interagency group and the Interdiction Council take place at varied locations in eastern Arizona and western New Mexico.

WHAT: The funds would be used to support the staff effort needed to prepare for, travel to, and participate in meetings.

WHY: The relatively new MOU developed and signed, after a period of a couple of years of contention and faltering of the recovery program, is still very much a "work in progress." EECO, while not a signatory to the MOU, played a role in facilitating a new MOU and will play a role in its implementation.

WHEN: Scheduled periodic meetings , with special meetings called as needed.

OUTPUT: The ideal outcome of this effort would be a smooth functioning, well-managed Mexican Wolf Introduction Program that meets the needs of the various respective stakeholders, especially the ranchers adversely impacted by wolves. The Minutes and other reports of the interagency group and the Interdiction Council should reflect EECO's participation and contribution. There will be a project progress report at the end of the year to the Arizona State Forestry Division.

EECO PROJECT 3

PROJECT TITLE: PARTICIPATION IN PROFESSIONAL ORGANIZATIONS

Projected FY 2011-2012 Cost: $39,000
State Appropriation Total: $21,000

WHO: Ongoing EECO leadership and participation in: the Governor's Forest Health Council, the White Mountains Natural Resources Working Group, US Forest Service plan revision efforts, the White Mountain Stewardship Monitoring Board, the 5-County Resource Advisory Council (RAC), the Northern Arizona Wood Products Association, and others as necessary

WHERE: Apache, Gila, Graham, Greenlee, Navajo and Coconino Counties. The meetings of these organizations take place at varied locations around the State.

WHAT: The funds would be used to support the staff effort needed to prepare for, travel to, and participate in these meetings.

WHY: The participation of EECO in these groups has been recognized as valuable and is reflected in the appointment of EECO staff to certain boards, as well as the signing of Memoranda of Understanding with certain groups. The unique regional perspective that EECO is able to bring to these groups facilitates greater collaboration and cooperation.

WHEN: Periodic scheduled meetings during the year for some organizations, with special meetings called as needed for others.

OUTPUT: The adopted Minutes and other reports of these organizations should reflect EECO's participation and contributions. In addition, the Arizona State Forestry also is a member of some of these organizations and thus will have firsthand knowledge of EECO's contributions. There will be a project progress report at the end of the year to the Arizona State Forestry Division.

ENVIRONMENTAL ECONOMICS COMMUNITIES ORGANIZATION (EECO)
A PLAN FOR EXPENDITURE OF MONIES FOR FY 2011-2012 FOR
COUNTY ENVIRONMENTAL PROGRAMS IMPACTING ECONOMIC DEVELOPMENT

PROJECTS	Executive Director					
	Salary	Benefits	Supplies	Travel	Other	TOTAL
Project 1	$ 22,000.00	$ 6,600.00	$ 400.00	$ 1,000.00	$ 500.00	$ 30,500.00
Project 2	$ 17,000.00	$ 5,100.00	$ 300.00	$ 700.00	$ 400.00	$ 23,500.00
Project 3	$ 15,000.00	$ 4,500.00	$ 400.00	$ 700.00	$ 400.00	$ 21,000.00
TOTALS	$ 54,000.00	$ 16,200.00	$ 1,100.00	$ 2,400.00	$ 1,300.00	$ 75,000.00

AGREEMENT

between

ARIZONA STATE FORESTRY DIVISION

and

THE GILA COUNTY BOARD OF SUPERVISORS

regarding

ENVIRONMENTAL PROGRAM ASSISTANCE

I. PURPOSE

The Arizona State Forestry Division (Division) and the Gila County Board of Supervisors (County) enter into this agreement to establish the terms and conditions under which the Division shall disburse to the County monies that have been appropriated by the Arizona Legislature to the Division for county environmental programs impacting economic development.

II. RECITALS

A. In 2011-2012, the Arizona State budget included a total appropriation of $75,000 to be divided between five eastern Arizona Counties to implement environmental programs impacting economic development, subject to the submittal of a proposed plan that is approved by the Arizona State Forester, Arizona State Forestry Division.

B. By this Agreement, The Division and the County now wish to confirm the terms and conditions under which the Division shall disburse the appropriated monies to the County.

III. STIPULATIONS

A. TERMS OF DISBURSEMENT

1. Amount - The Division agrees to disburse to the County the sum of $15,000 during fiscal year 2011-2012 for the purposes of planning and implementing specific environmental programs. The Division and the County agree that the monies will be disbursed as stipulated in Paragraph 3 of this Subsection.

2. Proposed Plans - The County shall prepare and submit proposed plans for approval by the Division. The County shall submit proposed plans and documentation of completed projects, as stipulated in Paragraph 3 of this Subsection. Proposed plans shall include:

   a. Description of the projects to be undertaken, including their relevance and contribution to the Program Planner.

   b. For each project, a budget which is itemized by specific categories of expenditures.

   c. Specific goals, objectives and finished products to be delivered or to be achieved by the proposed projects.

   d. A proposed completion date for each project.

3. Disbursement - The Division shall disburse the appropriated monies to the County as follows:

   a. After approving the County's plan pursuant to Subsection B, Paragraph 1 of this Agreement, the Division shall release $15,000 from monies appropriated to the Division.

.

B. DIVISION OBLIGATIONS

1. Plan Review and Approval - Before disbursing any portion of the appropriated monies, the Division shall review the proposed plans submitted by the County, including any plan amendments, to ensure their consistency with the appropriation legislation, the Program Plan, and this Agreement.

   a. If the Division finds that the proposed plans are substantially consistent with the appropriation legislation, the Program Plan, and this Agreement, the Division shall approve the plans in writing and disburse the monies as provided under Section III, Subsection A, Paragraph 3 of this Agreement.

   b. If the Division finds that the proposed plans are not substantially consistent with the appropriation legislation, the Program Plan, or this Agreement, the Division shall request that the County amend the plan before the Division provides written approval and disburses the monies.

2. Review and Inspection Terms

a. Reviews of proposed plans and project documentation pursuant to this subsection shall be in the sole and reasonable discretion of the Division subject to the intent of the appropriation legislation.

b. On reasonable notice to the County, the Division may inspect all aspects of any project to ensure consistency with plans approved pursuant to Paragraph 1 of this subsection, the Program Plan, this Agreement, and the appropriation legislation.

C. COUNTY OBLIGATIONS

In addition to preparing and submitting proposed plans for approval by the Division as required by Laws, the County shall:

1. Prepare and submit documentation of projects and return to the Division any monies which remain unspent after the end of the 2011-2012 fiscal year.

2. Be solely responsible for completing projects funded pursuant to this Agreement and for satisfying any third-party contracts or agreements.

3. Be solely responsible to the Division for the accounting of monies disbursed pursuant to this Agreement.

4. Use monies disbursed by the Division pursuant to this Agreement only for projects which have been approved by the Division as provided under Section III, Subsection B, Paragraph 1, of this Agreement.

5. On the Division's demand, remit any portion of previously disbursed monies that is not used according to the terms and conditions of this Agreement.

6. Comply with all applicable federal and state laws, rules and regulations including laws, rules and regulations.

7. Appoint a representative for compliance with this Agreement who, on the Division's request, shall certify that:

a. The representative has the authority to act in and on behalf of the County.

b. The county shall provide all financial and managerial resources necessitated by projects funded pursuant to this Agreement.

c. The County is in compliance with the terms and conditions of this Agreement.

IV. ADDITIONAL TERMS

A. INDEMNIFICATION - The County agrees to assume all risks of loss and to indemnify and hold the State of Arizona, the Division, its officers, agents employees and attorneys harmless from and against any liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witness' fees and expenses thereto, for injury or death to persons and for loss of, damage to, theft of or destruction of any personal or real property, including loss of use thereof arising from or in connection with the performance of the County's obligations pursuant to this Agreement, whether or not authorized by the Division.

B. DEFAULT - In the event of a default by either party of the terms of this Agreement, the non-defaulting party shall have all rights and remedies available at law.

C. TERMINATION - By written notice, the Division may terminate this Agreement in whole or in part, without penalty, if the Division deems termination to be in the best interest of the State. If this Agreement is terminated, the County shall complete any and all work to be performed to the termination date and shall receive a corresponding amount of the appropriated monies.

D. RECORDS - Pursuant to A.R.S. Section 35-214 and 35-215, for five years after the final review of the use of monies disbursed pursuant to this agreement, the parties shall retain all records and supporting documentation pertaining to work that was funded and make the records and documentation available for inspection on request by the Auditor General, or any person.

E. CONFLICT OF INTEREST - This Agreement is subject to cancellation by the Governor or the County pursuant to A.R.S. Section 38-511.

F. ARBITRATION - To the extent required by A.R.S. Section 12 -1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising from this Agreement.

G. ANTI-DISCRIMINATION - The parties agree to be bound by the Governor's Executive Order No. 2009-09 regarding nondiscrimination in employment by government contractor's and subcontractors.

H. UNAVAILABILITY OF FUNDS - The parties recognize that performance by any party may depend on the appropriation of funds. Should the Legislature fail to appropriate the necessary funds, or if the appropriation is reduced during the fiscal year, the parties may reduce the scope of this Agreement, if appropriate, or cancel the Agreement without further duty or obligation. Each party agrees to notify the other party of the unavailability of funds as soon as possible after the lack of funds becomes known.

IN WITNESS WHEREOF, the foregoing Agreement is executed on the date of the last signature shown below.

_____	_____
Arizona State Forester	Date
_____	_____
Chairman Gila County Board of Supervisors	Date

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-1290 **5- K**

Regular BOS Meeting

Meeting Date: 06/26/2012

Reporting Period: Globe Regional Justice of the Peace Monthly Report for April 2012

Submitted For: Mary Navarro

Submitted By: Mary Navarro, Justice Court Operations Mgr, Superior Court

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Information

Subject

Globe Regional Justice of the Peace Monthly Report for April 2012

Suggested Motion

Approval of the April 2012 monthly activity report submitted by the Globe Regional Justice of the Peace.

Attachments

Globe Justice Court report for 04/12

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

APRIL, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 187.60	$ 9.38	$ 178.22
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 1,197.50	$ 59.88	$ 1,137.62
Domestic Violence Shelter Fund	ZDVSF		STATE	$ -	$ -	$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 4,592.97		$ 4,592.97
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 7,244.40		$ 7,244.40
Game and Fish - Wildlife	ZGF		STATE	$ 85.84	$ 4.30	$ 81.54
Extra DUI Assessment $500	ZGFDU		STATE	$ 5,450.03	$ 272.51	$ 5,177.52
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ 849.13	$ 42.46	$ 806.67
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 463.88	$ 23.20	$ 440.68
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Alternative Dispute Resolution	ZADR		T848-2061	$ 39.39	$ 1.97	$ 37.42
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Confidential Address Assessment - State Treasurer	ZCAA1			$ -	$ -	$ -
Confidential Address Assessment - Local	ZCAA2			$ -	$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 2,747.59		$ 2,747.59
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 13,675.37	$ 683.77	$ 12,991.60
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 910.00	$ 45.50	$ 864.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 1,425.15	$ 71.26	$ 1,353.89
DUI Abatement	ZDUIA		T889-2061	$ 520.00	$ 26.00	$ 494.00
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 294.14	$ 14.71	$ 279.43
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 334.70	$ 16.74	$ 317.96
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 893.68	$ 44.69	$ 848.99
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 26,264.18	$ 1,313.21	$ 24,950.97
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,903.36	$ 95.17	$ 1,808.19
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ -	$ -	$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 1,417.48		$ 1,417.48
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 130.79	$ 6.54	$ 124.25
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 2,635.91		$ 2,635.91
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 299.41	$ 14.98	$ 284.43
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 3,531.00		$ 3,531.00
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 665.66	$ 33.29	$ 632.37
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	$ 162.56		$ 162.56
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 108.36		$ 108.36
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	$ 75.82	$ 3.80	$ 72.02
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 264.34	$ 13.22	$ 251.12
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 3,782.04	$ 189.11	$ 3,592.93
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	$ 1,899.51	$ 94.98	$ 1,804.53
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	$ 237.46	$ 11.88	$ 225.58
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	$ 22.56	$ 1.13	$ 21.43
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	$ 41.72	$ 2.09	$ 39.63
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	$ 880.25	$ 44.02	$ 836.23
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	$ 4.94	$ 0.25	$ 4.69
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	$ -	$ -	$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	$ 0.30	$ 0.02	$ 0.28
Health and Human Services (HHS)	ZOS17		T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18		T942-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	$ -	$ -	$ -
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	$ -	$ -	$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 88.59	$ 4.43	$ 84.16
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 1,467.83	$ 73.40	$ 1,394.43
Prison Construction Fund	ZPCOF		T908-2061	$ 5,020.88	$ 251.05	$ 4,769.83
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 549.61	$ 27.48	$ 522.13
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 5,648.79	$ 282.44	$ 5,366.35
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 219.21	$ 10.97	$ 208.24
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	$ 449.60		$ 449.60
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	$ 5,248.55		$ 5,248.55
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 3,499.02		$ 3,499.02
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ -	$ -	$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

APRIL, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ 50.00	$ 2.50	$ 47.50
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				$ 107,481.10	$ 3,792.33	$ 103,688.77

TOTAL ADJUSTED BALANCE VERIFICATION	$ 103,688.77
TOTAL RESTITUTION RECEIVED	$ 3,188.17
TOTAL RECEIPTS THIS MONTH	$ 110,669.27

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
5/22/2012	6489	$ 19,659.62	ARIZONA STATE TREASURER
5/22/2012	6490	$ 87,773.98	GILA COUNTY TREASURER
5/22/2012	6491	$ 47.50	GILA COUNTY SHERIFF D.A.R.E.
		$ -	CITY POLICE SUSPENDED PLATES
		$ 107,481.10	TOTAL DISTRIBUTIONS THIS MONTH

I, Gary Goetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds collected by me for the month of APRIL, 2012. To the best of my knowledge, information and belief

Justice of the Peace

Subscribed and Sworn to before me this 23rd day of May, 2012.

Julia M. Vasquez

Notary Public

My Commission Expires: 7-18-15

JULIA M. VASQUEZ
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
July 18, 2015

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: APRIL, 2012

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$25,452.38**
RECEIVED DURING THE MONTH	**$19,502.34**
DISBURSED DURING THE MONTH	**$15,579.16**
BALANCE AT THE END OF THE MONTH	**$29,375.56**

Justice of the Peace

Court Manager

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-1304 **5- L**

Regular BOS Meeting

Meeting Date: 06/26/2012

Reporting Period: Globe Regional Justice of the Peace Monthly Report for May 2012

Submitted For: Mary Navarro

Submitted By: Mary Navarro, Justice Court Operations Mgr, Superior Court

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Information

Subject

Globe Regional Justice of the Peace Monthly Report for May 2012

Suggested Motion

Approval of the May 2012 monthly activity report submitted by the Globe Regional Justice of the Peace.

Attachments

Globe Regional Justice Court Report for May 2012

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

MAY, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 117.52	$ 5.88	$ 111.64
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 1,638.54	$ 81.93	$ 1,556.61
Domestic Violence Shelter Fund	ZDVSF		STATE	$ -	$ -	$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 5,547.46		$ 5,547.46
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 3,877.12		$ 3,877.12
Game and Fish - Wildlife	ZGF		STATE	$ 181.97	$ 9.10	$ 172.87
Extra DUI Assessment $500	ZGFDU		STATE	$ 4,561.67	$ 228.09	$ 4,333.58
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ 72.10	$ 3.61	$ 68.49
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 27.97	$ 1.40	$ 26.57
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Alternative Dispute Resolution	ZADR		T848-2061	$ 38.99	$ 1.95	$ 37.04
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ -	$ -	$ -
Confidential Address Assessment - State Treasurer	ZCAA1			$ -	$ -	$ -
Confidential Address Assessment - Local	ZCAA2			$ -	$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 2,545.22		$ 2,545.22
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 12,709.85	$ 635.50	$ 12,074.35
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 1,190.00	$ 59.50	$ 1,130.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 1,381.21	$ 69.07	$ 1,312.14
DUI Abatement	ZDUIA		T889-2061	$ 270.00	$ 13.50	$ 256.50
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 291.40	$ 14.57	$ 276.83
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 20.46	$ 1.03	$ 19.43
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 885.84	$ 44.30	$ 841.54
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 24,779.92	$ 1,239.00	$ 23,540.92
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,772.76	$ 88.64	$ 1,684.12
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ 833.85	$ 41.70	$ 792.15
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 1,227.73		$ 1,227.73
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 129.61	$ 6.49	$ 123.12
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 2,287.16		$ 2,287.16
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 296.68	$ 14.84	$ 281.84
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 4,068.65		$ 4,068.65
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 307.60	$ 15.38	$ 292.22
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	$ 224.40		$ 224.40
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 149.60		$ 149.60
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	$ 411.95	$ 20.60	$ 391.35
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 261.48	$ 13.08	$ 248.40
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 3,514.48	$ 175.73	$ 3,338.75
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	$ 2,468.32	$ 123.42	$ 2,344.90
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	$ 308.50	$ 15.43	$ 293.07
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	$ 16.41	$ 0.83	$ 15.58
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	$ 73.56	$ 3.68	$ 69.88
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	$ 1,123.23	$ 56.17	$ 1,067.06
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	$ 17.08	$ 0.86	$ 16.22
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	$ -	$ -	$ -
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	$ -	$ -	$ -
Health and Human Services (HHS)	ZOS17		T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18		T942-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	$ 4.00	$ 0.20	$ 3.80
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	$ -	$ -	$ -
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 94.30	$ 4.72	$ 89.58
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 283.72	$ 14.19	$ 269.53
Prison Construction Fund	ZPCOF		T908-2061	$ 6,216.94	$ 310.85	$ 5,906.09
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 428.24	$ 21.41	$ 406.83
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 6,969.72	$ 348.49	$ 6,621.23
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 123.43	$ 6.18	$ 117.25
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	$ 381.91		$ 381.91
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	$ 3,760.14		$ 3,760.14
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 2,506.75		$ 2,506.75
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ -	$ -	$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2012

MAY, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ 112.01	$ 5.61	$ 106.40
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				$ 100,511.45	$ 3,696.93	$ 96,814.52
					TOTAL ADJUSTED BALANCE VERIFICATION	$ 96,814.52
					TOTAL RESTITUTION RECEIVED	$ 4,097.34
					TOTAL RECEIPTS THIS MONTH	$ 104,608.79

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
6/7/2012	6547	$ 15,694.34	ARIZONA STATE TREASURER
6/7/2012	6548	$ 84,710.71	GILA COUNTY TREASURER
6/7/2012	6549	$ 106.40	GILA COUNTY SHERIFF D.A.R.E.
		$ -	CITY POLICE SUSPENDED PLATES
		$ 100,511.45	TOTAL DISTRIBUTIONS THIS MONTH

I, Gary Goetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds collected by me to the best of my knowledge, information and belief for the month of MAY, 2012.

Justice of the Peace

Subscribed and Sworn to before me this 7th day of June, 2012.

Mary E. Mendez

Notary Public

My Commission Expires:

MARY E. MENDEZ
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
December 12, 2016

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: MAY, 2012

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	$29,375.56
RECEIVED DURING THE MONTH	$21,728.33
DISBURSED DURING THE MONTH	$40,478.59
BALANCE AT THE END OF THE MONTH	$10,625.30

Justice of the Peace

Court Manager

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-1295 **5- M**

Regular BOS Meeting

Meeting Date: 06/26/2012

Reporting Period: Payson Regional Constable's Office Monthly Report for May 2012

Submitted For: Colt White

Submitted By: Michelle Keegan, Administrative Clerk Senior, Constable - Payson

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Information

Subject

Payson Regional Constable's Office Monthly Report for May 2012

Suggested Motion

Approval of the May 2012 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

Payson Regional Constable's Office Monthly Report May 2012

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

May 2012
MONTHLY REPORT

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TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

David Vaughn
Deputy Constable

Yvonne House
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

June 1, 2012

Gila County Board of Supervisors
Gila County Courthouse
1400 East Ash Street
Globe, Arizona 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **May, 2012**, the Payson Regional Constable's Office:

- Received a total of **130** papers for service
- Drove a total of **1766** miles
- Collected a total of **$1,803.05** as follows:

Check Total	$386.00
Cash Total	1,417.05
Total Deposited	$1,803.05
Less Writ Fee (2 @ $5.00/each) Collected (Check #2292/Treasurer's Receipt #98338)	($ 10.00)
Paid to General Fund (Check #2293/Treasurer's Receipt #98339)	$ 1,793.05
Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	$ 875.00
Grand Total Paid to General Fund	**$2,668.05**

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

CONSTABLE OFFICE STATISTICS COMPARISONS
MONTHLY TOTALS BY FISCAL YEAR 2010-2011 & 2011-2012

2010-2011 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	2011-2012 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED
2010				2011			
JULY	227	1,574	$3,866.70	JULY	133	1,193	$2,708.00
AUGUST	175	1,938	$3,062.90	AUGUST	159	1,886	$2,193.28
SEPTEMBER	150	2,010	$2,702.90	SEPTEMBER	217	1,805	$2,410.45
OCTOBER	207	2,367	$2,507.40	OCTOBER	166	1,766	$2,668.20
NOVEMBER	182	1,867	$3,554.60	NOVEMBER	148	2,183	$2,018.40
DECEMBER	206	2,258	$2,770.85	DECEMBER	170	2,330	$2,100.70
JANUARY2011	194	1,885	$3,337.42	JANUARY 2012	166	2,335	$2,746.10
FEBRUARY	183	1,519	$3,123.40	FEBRUARY 2012	107	1,704	$1,674.50
MARCH	218	2,000	$5,122.25	MARCH	142	1,680	$1,539.70
APRIL	132	1,657	$2,784.76	APRIL	142	1,750	$2,545.05
MAY	153	1,681	$2,984.40	MAY	130	1,766	$1,803.05
COMPARISON TOTAL	2,027	20,756	$35,817.58	COMPARISON TOTAL	1,680	20,398	$24,407.43
				Difference	-347	-358	-$11,410.15
2011				2012			
JUNE	159	1,634	$2,697.00	JUNE			
YEAR TOTAL:	2,186	22,390	$38,514.58	YEAR TOTAL:	1,680	20,398	$24,407.43

Rev.080211

Note: Fees Collected column amounts do not include the $875.00 per month received from the Town of Payson per contract.

CHECK AND CASH RECEIVED FOR MONTH May 2012

DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
5/1/2012	748552	$40.00	2012CV000338	Georette Vance	Amy Anair
5/1/2012	748553/2133	$46.00	2012CV340-FD	Pine Crest Apartments	Samson Garcia and Rosanne Castillo
5/1/2012	748554	$77.00	2012CV304FD	Paul Sexton	Billy Sweatt
5/2/2012	748567/9251	$46.00	5 Day Notice	Bank of America, NA (AAA Landlord Services)	Bessie Tucker and Benamin Clifton
5/2/2012	748555	$40.00	2012CV000341	April Oswalt	Carlos Aguirre
5/2/2012	748556	$40.00	2012CV000313	Dawn Guerrero	Michelle Kieffer
5/2/2012	748557	$46.00	5 Day Notice	Dennis Pierce	Brandon Lyons; Mirisa Cline
5/2/2012	748558	$0.25	Public Record Req-Connolly	Harold Corbin	Cub Connolly
5/3/2012	748559	$40.00	2012CV000342	Kaprice Bachtell	Carlos Aguirre
5/4/2012	748560	$40.00	2012CV000351	Melissa Devaney	Alana Cobb
5/7/2012	748561	$74.00	DO201200131	Judy Bradway	Bruce Marr
5/7/2012	748563/1516	$64.00	CV20120554	Maricopa Meadows Homeowners Association (Superior Process Svc)	William L Parrish & Jane Doe Parrish, husband and wife
5/8/2012	748562	$40.00	2012CV353-IH	Lorie Stodghill	Melanie Haug
5/8/2012	748564/5547	$40.00	CC201206235RC	Maximum Title Loans LLC	Norberto Loya, Individual; Jane Doe Loya, Individual
5/9/2012	748566	$46.00	2012CV352-FD	Harold Corbin	Cub Connolly & Erin Fisher
5/9/2012	748568	$40.00	2012CV000355	Al Adams	Scott M Brakefield
5/9/2012	748570	$74.00	DO201200136	Matthew Christopher Benjamin	Mary Grace Tan Cuares Benjamin
5/10/2012	748571	$62.40	2012CV000363	Daniel Boyce	Jeff C Shaw
5/11/2012	748572	$46.00	2012CV366-FD	Dennis Pierce	Brandon Lyons; Mirisa Cline
5/14/2012	748573	$46.00	2012CV369-FD	William C. Epley	Robert & Dean North; Tamera Sue North; Marie Boyce
5/16/2012	748574	$40.00	4525042	Jason Schechterle	Mark Lansing
5/21/2012	748575/1298	$40.00	DO201200145	Christina Marie Beery (Law Offices of Jo Ellen Vork)	Anthony Scott Puckaric
5/22/2012	748576	$74.00	DO201200139	Melinda Faye Duffy	Robert Michael Duffy
5/22/2012	748577/12008	$40.00	CV201200027	Jill Scott (AZ Technical Security)	Charles A Calkins
5/24/2012	748578	$46.00	2012CV402-FD	Paul Sexton	Lori Anne Horn
5/24/2012	748579	$77.00	2012CV366-FD	Dennis Pierce	Brandon Lyons; Mirisa Cline
5/24/2012	748580	$74.00	DO201200154	Paul Greene	Jennifer Charlton
5/24/2012	748581	$74.40	2012CV000404	David Franklin Haines	Gary L Heyse
5/24/2012	748582	$40.00	2012CV138SC	Brianna & Kyle Bowan	Julie Siefert
5/24/2012	748583	$40.00	DO2011-00276	Hannah Marie Peters (Etter)	Ryan Scott Peters
5/25/2012	748585/29684	$64.00	CV2012-050018	Joseph Laporte and Rose Marie Laporte (Integrity Attorney Services)	John Roy Fenwick and Jane Doe Fenwick wtni Joyce Lorraine Fenwick

5/29/2012	748584/7343	$46.00	2012CV410-FD	Diana L Baker (Katchina Doll Trailer Park)	James L Richardson
5/29/2012	748586	$40.00	Cease & Desist	Rory and/or Paula Bishop	Karen York and/or Gary Leeds
5/30/2012	748587	$60.00	2012CV411-OV	Mary McIntyre	Lloyd Green aka Mick Green
5/30/2012	748588	$60.00	2012CV000412	Barbara Grillo	Bret Allan DaCosta
5/31/2012	748589	$40.00	2012CV406-OV	Gordon K Whiting	DeJo Goodman
	Total deposit for May 2012	$1,803.05			
	06/01/2012-Constable ck#2292 -Writ Fees Collected	$10.00			
	Adjusted Service Fees Collected for May 2012 06/01/2012 ck#2293	$1,793.05			

PAYSON REGIONAL CONSTABLE

Colt White
108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

5/1/2012 TO 5/31/2012

Number of Cases	Description
1	5 Day Notice To Vacate (Fee)
1	Cease And Desist Notification (Fee)
1	Civil Complaint (Fee)
2	Injunction Against Harassment (Fee Waived By Ct) (Fee)
11	Injunction Against Harassment (Fee)
1	Notice Of Demand For Possession Letter (Fee)
1	Notice Of Hearing Prior To Injunction Against Harassment (Fee)
1	Petition For Dissolution Of Marriage-w/Minor Children (Divorce) (Fee)
1	Petition To Enforce Divorce Decree (Fee)
1	Subpoena Duces Tecum (Fee)
2	Summons & Complaint (Fee)
2	Summons & Complaint for Dissolution of Marriage (Fee)
3	Summons & Complaint; Certificate Of Compulsory Arbitration (Fee)
6	Summons & Complaint-Forcible Detainer (Fee)
1	Summons & Petition For Dissolution Of A Covenant Marriage (Fee)

GENERAL CERTIFICATE of SERVICE
SERVICE SUMMARY REPORT - by DATE SERVED

5/1/2012 TO 5/31/2012

Number of Cases	Description
3	Summons (Fee)
2	Writ Of Restitution (Fee)
9	Notice To Appear; Petition
14	Order Of Protection
2	Order To Show Cause
45	Subpoena
6	Summons
13	Summons & Complaint
1	Summons Focible Detainer

Total Number of Fee Services	40
Total Number of Non Fee Services	90
Total Number of Services	130

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

5/1/2012 TO 5/31/2012

Date: 6/1/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
5/1/2012	5/7/2012	2012CV000338	Georette Louise Vance	Amy Anair	Amy Anair	$40.00	748552	Payson Regional Justice Court	0
		Injunction Against Harassment	Amy Anair	611 W Saddle Ln Payson, AZ 85541	611 W Saddle Ln Payson, AZ 85541	$40.00			2
5/1/2012	5/2/2012	2012CV340-FD	Pine Crest Apartments c/o Teresa Tappan	Samson Carcia and Rosanne Castillo	Rosanne Castillo	$46.00	748553/2133	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Samson Carcia and Rosanne Castillo	303 S Ash #19 Payson, AZ 85541	303 S Ash #19 Payson, AZ 85541	$46.00			1
5/1/2012	5/3/2012	2012CV304FD	Paul Sexton	William Sweatt	Posted	$77.00	748554	Payson Regional Justice Court	0
		Writ Of Restitution	William Sweatt	107 E Bonita #22 Payson, AZ 85541	107 E Bonita #22 Payson, AZ 85541	$77.00			2
5/2/2012	5/4/2012	5 Day Notice	Bank of America, N.A.	Bessie J Tucker, and Benamin J Clifton, and/or all occupant, tenants or subtenants	Posted	$46.00	9251	N/A	0
		Notice Of Demand For Possession Letter	Bessie J Tucker, and Benamin J Clifton, and/or all occupant, tenants or subtenants	1120 N Bavarian Way Payson, AZ 85541	1120 N Bavarian Way Payson, AZ 85541	$46.00			1
5/2/2012	5/4/2012	2012CV000341	April Oswalt	Carlos Aguirre	Carlos Aguirre	$40.00	748555	Payson Regional Justice Court	0
		Injunction Against Harassment	Carlos Aguirre	Outlaw Trail, Round Valley Payson, AZ 85541	Outlaw Trail, Round Valley Payson, AZ 85541	$40.00			3
5/2/2012	5/2/2012	2012CV000313	Dawn Marie Guerrero	Michelle Kieffer	Michelle Kieffer	$40.00	748556	Payson Regional Justice Court	0
		Injunction Against Harassment	Michelle Kieffer	1308 W. Fort McDonald Payson, AZ 85541	1308 W. Fort McDonald Payson, AZ 85541	$40.00			1
5/2/2012	5/3/2012	5 Day Notice	Dennis Pierce	Brandon Lyons; Mirisa A Cline	Mirisa A. Cline	$46.00	748557	N/A	0
		5 Day Notice To Vacate	Brandon Lyons; Mirisa A Cline	218 West Aero Payson, AZ 85541	218 W. Aero Payson, AZ 85541	$46.00			1
5/3/2012	5/4/2012	2012CV000342	Kaprice Bachtell	Carlos Aguirre	Carlos Aguirre	$40.00	748559	Payson Regional Justice Court	0
		Injunction Against Harassment	Carlos Aguirre	Outlaw Trail, Round Valley Payson, AZ 85541	Outlaw Trail, Round Valley Payson, AZ 85541	$40.00			3

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

5/1/2012 TO 5/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
5/4/2012	5/4/2012	2012CV000351	Melissa Dawn Devaney	Alana Evette Cobb	Alana Evette Cobb	$40.00	748560	Payson Regional Justice Court	0
		Injunction Against Harassment	Alana Evette Cobb	506 E Wade Ln Payson, AZ 85541	506 E Wade Ln Payson, AZ 85541	$40.00			1
5/7/2012	5/7/2012	DO201200131	Judy Lynn Bradway	Bruce Wayne Marr	Bruce Wayne Marr	$74.00	748561	Superior Court Gila County	0
		Summons & Petition For Dissolution Of A Covenant Marriage	Bruce Wayne Marr	1009 S Mariposa Circle Payson, AZ 85541	801 N Beeline Hwy Payson, AZ 85541	$74.00			1
5/7/2012	5/9/2012	CV20120554	Maricopa Meadows Homeowners Association	William L Parrish	William L Parrish	$40.00	748563/1516	Justice Court of Maricopa -Stanfield	0
		Summons	William L Parrish & Jane Doe Parrish, husband and wife	1302 West Stirrup Way Payson, AZ 85541	1302 W Stirrup Way Payson, AZ 85541	$40.00			1
5/7/2012	5/9/2012	CV20120554	Maricopa Meadows Homeowners Association	Jane Doe Parrish	Unserved	$24.00	748563/1516	Justice Court of Maricopa -Stanfield	0
		Summons	William L Parrish & Jane Doe Parrish, husband and wife	1302 W Stirrup Way Payson, AZ 85541		$24.00			1
5/8/2012	5/14/2012	2012CC06235RC	Maximum Title Loans, LLC	Norberto Loya, Individual Jane Doe Loya, Individual	Juan Ramos	$40.00	748564/5547	Maricopa County Manistee Justice Court	0
		Summons & Complaint	Norberto Loya, Individual Jane Doe Loya, Individual	807 S Ponderosa Payson, AZ 85541	1103 S Sequoia Cir Payson, AZ 85541	$40.00			4
5/8/2012	5/9/2012	2012CV353-IH	Lorie Dee Stodghill	Melanie Haug	Melanie Haug	$40.00	748562	Payson Regional Justice Court	0
		Notice Of Hearing Prior To Injunction Against Harassment	Melanie Haug	506 N Double Tree Circle Payson, AZ 85541	506 N Double Tree Circle Payson, AZ 85541	$40.00			1
5/9/2012	5/11/2012	2012CV352-FD	Harold Corbin	Cubb Conolly & Erin Fisher	Erin Marie Fisher	$46.00	748566	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Cubb Conolly & Erin Fisher	308 W Frontier Payson, AZ 85541	308G W Frontier Payson, AZ 85541	$46.00			4
5/9/2012	5/9/2012	2012CV000355	Al Adams	Scott M. Brakefield	Scott M. Brakefield	$40.00	748568	Payson Regional Justice Court	0
		Injunction Against Harassment	Scott M. Brakefield	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$40.00			1
5/9/2012	5/11/2012	DO201200136	Matthew Christopher Benjamin	Mary Grace Tan Cuares Benjamin	Melinda Ross	$74.00	748570	Superior Court Gila County	0
		Summons & Complaint for Dissolution of Marriage	Mary Grace Tan Cuares Benjamin	309 Brassie Drive Payson, AZ 85541	309 Brassie Dr Payson, AZ 85541	$74.00			1
5/10/2012	5/11/2012	2012CV000363	Daniel Boyce	Jeff C Shaw	Jeff C Shaw	$62.40	748571	Payson Regional Justice Court	0
		Injunction Against Harassment	Jeff C Shaw	809 W Johnson Blvd Payson, AZ 85541	809 W Johnson Blvd Payson, AZ 85541	$62.40			1
5/11/2012	5/11/2012	2012CV366-FD	Dennis Pierce	Brandon Richard Lyons	Mirisa A. Cline	$46.00	748572	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Brandon Richard Lyons	218 W Aero Payson, AZ 85541	218 W. Aero Payson, AZ 85541	$46.00			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

5/1/2012 TO 5/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
5/14/2012	5/14/2012	2012CV136-FD	William C. Epley	Robert Dean North & Tammy North; Amanda Boyce	Robert North	$46.00	748573	Payson Regional Justice Court	0
		Summons & Complaint-Forcible Detainer	Robert Dean North & Tammy North; Amanda Boyce	600 W Forest Payson, AZ 85541	600 W Forest Payson, AZ 85541	$46.00			1
5/15/2012	5/21/2012	2012CV000375	Monica Paredes, mother	Jason Adler	Jason Adler	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Jason Adler	16557 S State Route 87 #5 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			8
5/16/2012	5/18/2012	4525042	Jason Schechterle	Mark Lansing	Unserved	$40.00	748574	Phoenix Municipal Court	0
		Injunction Against Harassment	Mark Lansing			$40.00			4
5/18/2012	5/18/2012	2012CV000388	Barbara Heyn	Mary Griffin	Mary Griffin	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Mary Griffin	903 E. Granite Dells, #14 Payson, AZ 85541	903 E. Granite Dells Road, #4 Payson, AZ 85541	$0.00			1
5/21/2012	5/29/2012	DO201200145	Christina Marie Beery	Anthony Scott Puskaric	Anthony Scott Puskaric	$40.00	748575/1298	Superior Court Gila County	0
		Summons	Anthony Scott Puskaric	107 W Frontier Payson, AZ 85541	107 W Frontier Payson, AZ 85541	$40.00			1
5/22/2012	5/23/2012	DO201200139	Melinda Faye Duffy	Robert Michael Duffy	Robert Michael Duffy	$74.00	748576	Superior Court Gila County	0
		Petition For Dissolution Of Marriage-w/Minor Children (Divorce)	Robert Michael Duffy	547 Mary Patricia Dr Payson, AZ 85541	547 Mary Patricia Dr Payson, AZ 85541	$74.00			1
5/22/2012	5/25/2012	CV201200027	Jill Scott	Charles A. Calkins, M.D.	Charles A. Calkins, M.D.	$40.00	748577/12008	Superior Court Gila County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	Charles A Calkins, MD, and Jane Doe, Calkins, husband and wife; John Does I-V; I-V; and White Corporations I-V	1103 Milk Ranch Point Payson, AZ 85541	617 E Phoenix Street Payson, AZ 85541	$40.00			2
5/24/2012	5/25/2012	2012CV402FD	Paul Sexton	Lori Anne Horn	Posted	$46.00	748578	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Lori Horn & All Other Occupants	107 E. Bonita Street, #2 Payson, AZ 85541	107 E Bonita Street #2 Payson, AZ 85541	$46.00			1
5/24/2012	5/25/2012	2012CV366-FD	Dennis Pierce	Brandon Lyons; Mirisa A Cline	Mirisa A. Cline	$77.00	748579	Payson Regional Justice Court	0
		Writ Of Restitution	Brandon Lyons; Mirisa A Cline	218 West Aero Payson, AZ 85541	218 W. Aero Payson, AZ 85541	$77.00			2
5/24/2012	5/24/2012	DO201200154	Paul Greene	Jennifer Charlton	Jennifer Charlton	$74.00	748580	Superior Court Gila County	0
		Summons & Complaint for Dissolution of Marriage	Jennifer Charlton	908 W Briddle Path Payson, AZ 85541	908 W Briddle Path Payson, AZ 85541	$74.00			1
5/24/2012	5/24/2012	2012CV403IH	Barbara Jean Trowbridge	April Mae Campbell	April Mae Campbell	$40.00		Payson Regional Justice Court	0
		Injunction Against Harassment	April Mae Campbell	202 W Wade Lane Payson, AZ 85541	202 W Wade Lane Payson, AZ 85541	$0.00			1
5/24/2012	5/24/2012	2012CV000404	David Franklin Haines	Gary L Heyse	Gary L Heyse	$74.40	748581	Payson Regional Justice Court	0
		Injunction Against Harassment	Gary L Heyse	298 Ashby Apple Payson, AZ 85541	298 Ashby Apple Payson, AZ 85541	$74.40			1

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

5/1/2012 TO 5/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
5/24/2012		2012CV138UC	Brianna & Kyle Bowan	Prudential Arizona Properties c/o Carol Williams		$40.00	748582	Payson Justice Court	0
		Subpoena Duces Tecum	Julie Siefert	609 S Beeline Highway Payson, AZ 85541		$40.00			0
5/24/2012	5/25/2012	DO2011-00276	Ryan Scott Peters	Ryan Scott Peters	Ryan Scott Peters	$40.00	748583	Superior Court Gila County	0
		Petition To Enforce Divorce Decree	Hannah Marie Peters	303 N Beeline Hwy Payson, AZ 85541	400 block N Hwy 87 Payson, AZ 85541	$40.00			1
5/25/2012	5/30/2012	CV2012-050018	Joseph Laporte, an unmarried man; and Rose Marie Laporte, an Unmairried woman	John Roy Fenwick	John Roy Fenwick	$40.00	748585/29684	Superior Court of Maricopa County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	John Roy Fenwick and Jane Doe Fenwick,, husband and wife; John Does I through X and Jane Does I through X, their respective wives; Black Corporations I through V, and White Partnerships I through V	701 E Bonita St Payson, AZ 85541	701 E Bonita St Payson, AZ 85541	$40.00			2
5/25/2012	5/30/2012	CV2012-050018	Joseph Laporte, an unmarried man; and Rose Marie Laporte, an Unmairried woman	Jane Doe Fenwick wtni Joyce Lorraine Fenwick	Joyce Lorraine Fenwick	$24.00	748585/29684	Superior Court of Maricopa County	0
		Summons & Complaint; Certificate Of Compulsory Arbitration	John Roy Fenwick and Jane Doe Fenwick,, husband and wife; John Does I through X and Jane Does I through X, their respective wives; Black Corporations I through V, and White Partnerships I through V	701 E Bonita St Payson, AZ 85541	701 E Bonita St Payson, AZ 85541	$24.00			1
5/29/2012	5/29/2012	2012CV410-FD	Diana L. Baker	James L. Richardson	James L. Richardson	$46.00	748584/7343	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	James L. Richardson	1001 S Goodfellow space 1 Kachina Doll Trailer Park Payson, AZ 85541	1001 S Goodfellow space 1 Kachina Doll Trailer Park Payson, AZ 85541	$46.00			1
5/29/2012	5/30/2012	Cease & Desist	Rory Bishop and/or Paula Bishop	Karen York and/or Gary Leeds	Karen York	$40.00	748586	N/A	0
		Cease And Desist Notification	Karen York and/or Gary Leeds	510 E Juniper Street Payson, AZ 85541	510 E Juniper Street Payson, AZ 85541	$40.00			1
5/30/2012		2012CV411-OV	Mary McIntyre	Lloyd Green aka Mick Green		$60.00	748587	Payson Justice Court	0
		Summons & Complaint	Lloyd Green aka Mick Green	3213 North Miller Rd Pine, AZ 85544		$60.00			0

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

5/1/2012 TO 5/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
5/30/2012	5/30/2012	2012CV000412	Barbara Grillo	Bret Allan daCosta	Bret Allan daCosta	$60.00	748588	Payson Regional Justice Court	0
		Injunction Against Harassment	Bret Allan daCosta	5655 Karla Court Pine, AZ 85544	5655 Karla Court Pine, AZ 85544	$60.00			1
5/31/2012		2012CV406-OV	Gordon K Whiting	DeJo Goodman		$40.00	748589	Payson Justice Court	0
		Civil Complaint	DeJo Goodman	556 N. Mountain View Road Star Valley, AZ 85541		$40.00			0

PAYSON REGIONAL CONSTABLE

Colt White

108 West Main Street Payson, Arizona 85541

Payson Regional Constable's Office,
Payson Regional
(928) 474-3844

ITEMIZED SERVICES by DATE RECEIVED

5/1/2012 TO 5/31/2012

Date: 6/1/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
5/1/2012	5/2/2012	2012TR001150	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Bodo Diehn	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
5/1/2012	5/2/2012	2012TR001081	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Christopher Walterscheid	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
5/2/2012	5/3/2012	2012CV329-FD	BKS Investments, LLC	Debbie Fickel	Debbie Fickel	$0.00		Payson Justice Court	0
		Summons Focible Detainer	Debbie Fickel	Gila County Community Development Department 608 E. Highway 260, Payson AZ	108 W Main Street Payson, AZ 85541	$0.00			2
5/3/2012	5/4/2012	2011CR402	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga	PPD Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Tyler Ray Mullen	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
5/3/2012	5/4/2012	2011CR402	State of Arizona	Payson Police Department, Ofc. J. Slaughter	PPD Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Tyler Ray Mullen	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
5/3/2012	5/4/2012	2009-186	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	James Thurber Howard	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
5/3/2012	5/18/2012	2009-186	State of Arizona	Crystal Lynn Larkins	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	James Thurber Howard	6314 Randall Pine, AZ 85544		$0.00			6
5/3/2012	5/4/2012	2009-186	State of Arizona	GCSO, Sgt. Craig Smith	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	James Thurber Howard	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
5/3/2012	5/7/2012	2009-186	State of Arizona	Diane Jerilyn Lind	Diane Jerilyn Lind	$0.00		Superior Court Gila County	0
		Subpoena	James Thurber Howard	6854 W Bradshaw Dr Pine, AZ 85544	6854 W Bradshaw Dr Pine, AZ 85544	$0.00			2

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5/3/2012	5/7/2012	2009-186	State of Arizona	U.S. Forest Service, Ofc. D. Adams	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	James Thurber Howard	Payson Office-U.S. Highway 260 Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
5/3/2012	5/7/2012	2012CV000345	Joshua Stauffer	Deanne Goebel	Deanne Goebel	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Deanne Goebel	204 E Jura Apt C PO Box 2965 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			5
5/4/2012	5/4/2012	2012CV000348	Annissa Micolites	Walter Joseph Micolites	Walter Joseph Micolites	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Walter Joseph Micolites	190 N. Cornerstone Way, #36 Star Valley, AZ 85541	190 N. Cornerstone Way, #36 Star Valley, AZ 85541	$0.00			2
5/4/2012	5/7/2012	2011TR3080	State of Arizona	DPS Criminalist, Gregory Ohlson	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Mark Joseph Alexander	DPS Office Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
5/4/2012	5/7/2012	2011CR584	State of Arizona	GCSO, Dep. Rodney Cronk	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Charles Wayne McLellan	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
5/4/2012	5/7/2012	2011CR584	State of Arizona	Mark J. Nelson	Mark J. Nelson	$0.00		Payson Regional Justice Court	0
		Subpoena	Charles Wayne McLellan	74 Sky Run Lane Star Valley, AZ 85541	74 Sky Run Lane Star Valley, AZ 85541	$0.00			1
5/4/2012	5/7/2012	2011CR584	State of Arizona	Matthew Christopher Benjamin	Matthew Christopher Benjamin	$0.00		Payson Regional Justice Court	0
		Subpoena	Charles Wayne McLellan	95 Sky Run Lane Star Valley, AZ 85541	95 Sky Run Lane Star Valley, AZ 85541	$0.00			1
5/4/2012	5/11/2012	2011CR584	State of Arizona	Dareld Hunsaker	Dareld Hunsaker	$0.00		Payson Regional Justice Court	0
		Subpoena	Charles Wayne McLellan	68 Sky Run Lane Star Valley, AZ 85541	68 Sky Run Lane Star Valley, AZ 85541	$0.00			4
5/4/2012	5/7/2012	2011TR3080	State of Arizona	GCSO, Sgt. Craig Smith	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Mark Joseph Alexander	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
5/4/2012	5/7/2012	2011TR3080	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Mark Joseph Alexander	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
5/7/2012	5/11/2012	CR2012-145	State of Arizona	William Herbert Beecroft	Unserved	$16.00		Superior Court Gila County	0
		Summons	William Herbert Beecroft	208 S Tonto St Payson, AZ 85541		$0.00			1
5/9/2012	5/9/2012	2012CV000356	Mildred Cline	Rose Cline	Rose Cline	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Rose Cline	218 West Aero Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
5/9/2012	5/11/2012	CR2012-104	State of Arizona	Frances Anne Busby	Eddy L. Fenlon	$0.00		Superior Court Gila County	0
		Summons	Frances Anne Busby	259 Williams Lane Tonto Basin, AZ 85553	259 Williams Lane Tonto Basin, AZ 85553	$0.00			1

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5/9/2012	5/14/2012	2011CR533	State of Arizona	Kerrey J. Johnson	Kerrey J. Johnson	$0.00		Payson Regional Justice Court	0
		Subpoena	Joshua Bruce Johnson	906 S McLane Rd Payson, AZ 85541	906 S McLane Rd Payson, AZ 85541	$0.00			2
5/9/2012	5/14/2012	2011CR533	State of Arizona	Robert Bruce Johnson	Robert Bruce Johnson	$0.00		Payson Regional Justice Court	0
		Subpoena	Joshua Bruce Johnson	811 w Country Lane Payson, AZ 85541	216 N. Parkwood Road Payson, AZ 85541	$0.00			3
5/9/2012	5/11/2012	2011CR533	State of Arizona	Payson Police Department, Ofc. M. Zimmerman	PPD Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Joshua Bruce Johnson	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
5/9/2012	5/11/2012	2012TR255	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Beau James Lootans	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
5/9/2012	5/11/2012	2012TR255	State of Arizona	GCSO, Jacob Delecki	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Beau James Lootans	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
5/9/2012	5/11/2012	2012CR000208	State of Arizona	Todd Schatz	Todd Schatz	$0.00		Payson Regional Justice Court	0
		Summons	Todd Schatz	3933 E Hwy 260 #67 Star Valley, AZ 85541	3933 E Hwy 260 #67 Star Valley, AZ 85541	$0.00			1
5/9/2012	5/14/2012	2012TR001292	State of Arizona	Janetta Broadhead	Janetta Broadhead	$0.00		Payson Justice Court	0
		Summons & Complaint	Janetta Broadhead	1501 N. Easy Street Payson, AZ 85541	7478 Paloma Vista Payson, AZ 85541	$0.00			4
5/9/2012	5/16/2012	2012CR000212	State of Arizona	Tanya Thompson	Tanya Thompson	$0.00		Payson Justice Court	0
		Summons & Complaint	Tanya Thompson	139 A E Springdale Drive Star Valley, AZ 85541	707 S Beeline Hwy Payson, AZ 85541	$0.00			4
5/14/2012	5/14/2012	J-404-CV-2012000368	Christopher Talamante	Lynda Talamante	Lynda Talamante	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Lynda Talamante	801 E Frontier #31 Payson, AZ 85541	600 S Mclane Payson, AZ 85541	$0.00			3
5/14/2012	5/14/2012	2003-552	State of Arizona, et al	Gila County Probation Department, David Jones	Gila County Probation Department Clipboard	$0.00		Gila County Superior Court	0
		Subpoena	Jennifer Lynn Turner	714 S. Beeline Highway Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	$0.00			1
5/14/2012	5/14/2012	2003-552	State of Arizona, et al	GCSO, Deputy T. Nudson	GCSO Clipboard	$0.00		Gila County Superior Court	0
		Subpoena	Jennifer Lynn Turner	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
5/14/2012	5/14/2012	2011-282	State of Arizona, et al	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Gila County Superior Court	0
		Subpoena	Dennis Leroy Burrow	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
5/14/2012	5/15/2012	J-404-CV-2012000371	Mary Stoll	Taylor Walden	Taylor Walden	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Taylor Walden	9200 W Juniper Strawberry, AZ 85543	9115 W Juniper Strawberry, AZ 85544	$0.00			2

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5/15/2012	5/15/2012	DO201200142	Lynda Talamante	Christopher Talamante	Christopher Talamante	$0.00		Superior Court Gila County	0
		Order Of Protection	Christopher Talamante	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
5/15/2012	5/16/2012	11-007726-PP-L	Sandra Ann Wheeler	Michael Wheeler	Michael Wheeler	$0.00		State of Michigan 42nd Circuit Court for the County of Midland	0
		Order To Show Cause	Michael Wheeler	1075 S Moonlight Drive Star Valley, AZ 85541	1075 S Moonlight Drive Star Valley, AZ 85541	$0.00			2
5/15/2012	5/15/2012	27fal23630	Mellissa Webster	Jeffrey R Bledsoe	Jeffrey R Bledsoe	$0.00		State of Minnesota County of Hennepin District Court	0
		Order Of Protection	Jeffrey R Bledsoe	766 Tonto Creek Shores Payson, AZ 85541	16458 SR 87 Payson, AZ 85541	$0.00			2
5/16/2012	5/16/2012	JV2009-106 Petition 2012-1	State of Arizona	[redacted] minor c/o Tim Dixon, father	Tim Allan Dixon	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	200 S Arroyo Dr Payson, AZ 85541	200 S Arroyo Dr Payson, AZ 85541	$0.00			2
5/16/2012	5/16/2012	2012CV000776	Brian Ross Renshaw	Connie Yocum	Connie Yocum	$0.00		Flagstaff Justice Court	0
		Order Of Protection	Connie Yocum	HC 1 Box 2006 Strawberry, AZ 85544	Louthian/Judy Strawberry, AZ 85544	$0.00			2
5/17/2012	5/18/2012	2011TR3073	State of Arizona	Department of Public Safety, Ofc. Montgomery	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Brian Eric Dean	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
5/17/2012	5/18/2012	2011TR3073	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga	PPD Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Brian Eric Dean	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
5/17/2012	5/18/2012	2011TR3073	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	Brian Eric Dean	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
5/17/2012	5/18/2012	2012TR000932	State of Arizona	Department of Public Safety, Ofc. Montgomery	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Kenneth Nesbitt	Department of Public Safety Payson, AZ 85541	Payson DPS Office Payson, AZ 85541	$0.00			1
5/17/2012	5/18/2012	2012CR012179	State of Arizona	Town Of Payson, Ofc. Tanner, Animal Control Officer	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Brent Scott	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
5/17/2012	5/18/2012	2012CR012179	State of Arizona	Larry Maniag	Larry Maniag	$0.00		Payson Magistrate Court	0
		Subpoena	Brent Scott	201 S Thomas Ln Payson, AZ 85541	201 S Thomas Ln Payson, AZ 85541	$0.00			1
5/17/2012	5/17/2012	2012CV000385	Ginger Olson	Darrell Shicky	Darrell Shicky	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Darrell Shicky	107 E Bonita Apt 2B Payson, AZ 85541	107 E Bonita Apt 2B Payson, AZ 85541	$0.00			3
5/18/2012	5/18/2012	2012TR012233	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Tiffney Taylor	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1

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5/21/2012	5/21/2012	2012CV000397	Sarah Deanna Alexander AKA Sarah Deanna Finch	Tabitha Gans	Tabitha Gans	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Tabitha Gans	109 E McKamey #1 Payson, AZ 85541	109 E McKamey #1 Payson, AZ 85541	$0.00			1
5/21/2012	5/25/2012	2012CR023	State of Arizona	GCSO, Deputy L. Johnson	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Robert Wayne Bourgeois	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
5/22/2012	5/22/2012	2012CV000395	Joni Lea Alexander	Sarah Deanna Alexander AKA Sarah Deanna Finch	Sarah Deanna Alexander AKA Sarah Deanna Finch	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Sarah Deanna Alexander AKA Sarah Deanna Finch	109 E McKamey #2 Payson, AZ 85541	109 E McKamey #2 Payson, AZ 85541	$0.00			1
5/22/2012	5/25/2012	2011-350	State of Arizona	Payson Police Department, Ofc. J. LaManna	PPD Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Carole Ann Selig	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
5/22/2012	5/29/2012	2012TR001363	State of Arizona	Jonathan Matthew Engels	Bonnie Engels	$0.00		Payson Justice Court	0
		Summons & Complaint	Jonathan Matthew Engels	3618 SR 87 Unit H Pine, AZ 85544	4442 Mogollon Pine, AZ 85544	$0.00			1
5/22/2012	5/29/2012	2012CR000230	State of Arizona	Michael Scott Swedo	Unserved	$0.00		Payson Justice Court	0
		Summons & Complaint	Michael Scott Swedo	111 W Rancho Rd Payson, AZ 85541		$0.00			3
5/22/2012	5/30/2012	2012TC012037	State of Arizona	Jonathan Coleman	Unserved	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Jonathan Coleman	515 N Graham Ranch Rd Payson, AZ 85541		$0.00			6
5/22/2012	5/30/2012	2012TC012036	State of Arizona	Jonathan Coleman	Unserved	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Jonathan Coleman	515 N Graham Ranch Rd Payson, AZ 85541		$0.00			6
5/22/2012	5/29/2012	2012TC012032	State of Arizona	Chelsea Kane	Chelsea Kane	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Chelsea Kane	613 W Sherwood Drive Payson, AZ 85541	1300 N Beeline Payson, AZ 85541	$0.00			4
5/22/2012	5/29/2012	2012TC012031	State of Arizona	Brenda Mayer	Brenda Mayer	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Brenda Mayer	1000 S Mariposa Circle Payson, AZ 85541	391 CS. Sycamore Lane Payson, AZ 85541	$0.00			3
5/22/2012	5/30/2012	2012TC012029	State of Arizona	Stephen Williams	Unserved	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Stephen Williams	212 W Wade Lane Payson, AZ 85541		$0.00			1
5/22/2012	5/25/2012	2012TC012030	State of Arizona	Diane McHenry	Diane McHenry	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Diane McHenry	703 E Frontier Lot 3 Payson, AZ 85541	703 E Frontier Lot 3 Payson, AZ 85541	$0.00			1
5/22/2012	5/30/2012	2012TC012033	State of Arizona	Rita G. Jorgensen	David Scott Lippincott	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Rita G. Jorgensen	201 W. Saddle Lane Payson, AZ 85541	201 W. Saddle Lane Payson, AZ 85541	$0.00			2

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5/22/2012	5/29/2012	2012TC012034	State of Arizona	Lois Jones	Bobby Jones	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Lois Jones	7325 N Caballero Rd Payson, AZ 85541	7325 N Caballero Rd Payson, AZ 85541	$0.00			1
5/22/2012	5/25/2012	2012TC012035	State of Arizona	Casey Brassick	Beau James Lootans	$0.00		Payson Magistrate Court	0
		Summons & Complaint	Casey Brassick	107 E McKamey St Payson, AZ 85541	107 E. McKamey Road Payson, AZ 85541	$0.00			1
5/22/2012	5/23/2012	DO201200139	Melinda Faye Duffy	Robert Michael Duffy	Robert Michael Duffy	$0.00		Superior Court Gila County	0
		Order Of Protection	Robert Michael Duffy	547 Mary Patricia Dr Payson, AZ 85541	547 Mary Patricia Dr Payson, AZ 85541	$0.00			1
5/23/2012	5/24/2012	2012CV000400	Paul Greene	Jennifer Charlton	Jennifer Charlton	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Jennifer Charlton	908 W Briddle Path Payson, AZ 85541	908 W Briddle Path Payson, AZ 85541	$0.00			3
5/23/2012	5/23/2012	2012CV000401	Mary Griffin	Mike Kevin Cale	Mike Kevin Cale	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Mike Kevin Cale	Americas Best Value Inn Payson, AZ 85541	811 S Beeline Hwy #21 Payson, AZ 85541	$0.00			1
5/23/2012	5/25/2012	2011TR2833	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	David Stuckey	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
5/23/2012	5/25/2012	2011TR2833	State of Arizona	DPS Crime Lab, Brandon Nabozny, Criminalist	DPS Clipboard - Payson	$0.00		Payson Regional Justice Court	0
		Subpoena	David Stuckey	DPS Crime Lab Phoenix, AZ 85000	Payson DPS Office Payson, AZ 85541	$0.00			1
5/25/2012	5/30/2012	2007-672	State of Arizona	Gila County Probation, Officer Bryan Kinder	Gila County Probation, Officer Bryan Kinder	$0.00		Superior Court Gila County	0
		Subpoena	Robert Herrera	714 S. Beeline Highway Payson, AZ 85541	714 S. Beeline Highway Payson, AZ 85541	$0.00			1
5/25/2012	5/31/2012	2012-00172	State of Arizona	Ronald Joseph Dubuc	Unserved	$0.00		Superior Court Gila County	0
		Summons	Ronald Joseph Dubuc	780 Tonto Creek Dr Payson, AZ 85541		$0.00			3
5/25/2012	5/29/2012	JV2012-00054 Petition 2012-1	State of Arizona	[redacted] minor c/o Cub Connolly, Father	Laura Lee Connolly	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	308 W Frontier Unit G Payson, AZ 85541	409 E Rancho Rd Payson, AZ 85541	$0.00			3
5/25/2012	5/29/2012	JV2012-00055 Petition 2012-1	State of Arizona	[redacted] minor c/o Monica Savage, mother	Monica Savage	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	604 E Frontier Street Payson, AZ 85541	400 W Main Payson, AZ 85541	$0.00			1
5/25/2012	5/29/2012	JV2012-00055 Petition 2012-2	State of Arizona	[redacted] minor c/o Monica Savage, mother	Monica Savage	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	604 E Frontier Street Payson, AZ 85541	400 W Main Payson, AZ 85541	$0.00			1
5/25/2012	5/30/2012	JV2012-00060 Petition 2012-1	State of Arizona	[redacted] minor c/o Kim Samuels, mother	Kim Samuels	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	400 E Forest Drive Payson, AZ 85541	400 E Forest Drive Payson, AZ 85541	$0.00			2

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5/25/2012	5/30/2012	JV2012-00060 Petition 2012-2	State of Arizona	[redacted] minor c/o Kim Samuels, mother	Kim Samuels	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	400 E Forest Drive Payson, AZ 85541	400 E Forest Drive Payson, AZ 85541	$0.00			2
5/25/2012	5/30/2012	JV2012-00059 Petition 2012-1	State of Arizona	[redacted] minor c/o Jamie Eubanks, father	Lauri Eubanks	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	204 N Kodz Payson, AZ 85541	204 N Kodz Payson, AZ 85541	$0.00			1
5/25/2012	5/30/2012	JV2011-089 Petition 2012-2	State of Arizona	[redacted] minor c/o Annisa Micolites, mother	Annissa Micolites	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	190 Cornerstone Way #36 Payson, AZ 85541	190 N. Cornerstone Way, #36 Star Valley, AZ 85541	$0.00			1
5/25/2012	5/30/2012	JV2012-00058 Petition 2012-1	State of Arizona	[redacted] minor c/o Danyl L Brumbaugh, father	Rene Brumbaugh	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	206 E Cedar Payson, AZ 85541	206 E. Cedar Lane Payson, AZ 85541	$0.00			1
5/30/2012		11CR12202/2011TR3344	State of Arizona	Gregory Allen Ramstedt		$0.00		Star Valley Magistrate Court	0
		Order To Show Cause	Gregory Allen Ramstedt	1401 N Beeline Hwy #B Payson, AZ 85541		$0.00			0
5/30/2012		CR2012-00221	State of Arizona	Jonathan J. Bluebird		$0.00		Superior Court Gila County	0
		Summons	Jonathan J. Bluebird	703 E. Frontier Street, #25 Payson, AZ 85541		$0.00			0
5/31/2012		2012CR12104	State of Arizona	Payson Police Department, Ofc. J. Johnson		$0.00		Payson Magistrate Court	0
		Subpoena	Claudia Jo Slover	303 N. Beeline Highway Payson, AZ 85541		$0.00			0
5/31/2012		2012CR12104	State of Arizona	Gayle M Fitch		$0.00		Payson Magistrate Court	0
		Subpoena	Claudia Jo Slover	815 West Jonson Blvd Tonto Village III Payson, AZ 85541		$0.00			0
5/31/2012		2012CR12104	State of Arizona	Myra Tanner		$0.00		Payson Magistrate Court	0
		Subpoena	Claudia Jo Slover	895 S.Running Elk Road Colcord Estates Payson, AZ 85541		$0.00			0
5/31/2012		2012CR12075	State of Arizona	Payson Police Department, Ofc. M. Zimmerman		$0.00		Payson Magistrate Court	0
		Subpoena	Claudia Jo Slover	303 N. Beeline Highway Payson, AZ 85541		$0.00			0
5/31/2012		2012CR12075	State of Arizona	Payson Police Department, Sgt.Ofc. J. Varga		$0.00		Payson Magistrate Court	0
		Subpoena	Claudia Jo Slover	303 N. Beeline Highway Payson, AZ 85541		$0.00			0
5/31/2012		2012CR12075	State of Arizona	[redacted]		$0.00		Payson Magistrate Court	0
		Subpoena	Claudia Jo Slover	404 West Bridle Path Lane Payson, AZ 85541		$0.00			0
5/31/2012		2012CR12105	State of Arizona	PPD, Officer McDonough		$0.00		Payson Magistrate Court	0
		Subpoena	Rusty Lee Brooner	303 N Beeline Highway Payson, AZ 85541		$0.00			0

ITEMIZED SERVICES by DATE RECEIVED

5/1/2012 TO 5/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
5/31/2012		2012CR12105	State of Arizona	Jeffrey Harvey Kenna		$0.00		Payson Magistrate Court	0
		Subpoena	Rusty Lee Brooner	209 S Ponderosa St #24 Payson, AZ 85541		$0.00			0
5/31/2012		2012CR12105	State of Arizona	Deborah Kaye Theobald		$0.00		Payson Magistrate Court	0
		Subpoena	Rusty Lee Brooner	209 South Ponderosa Street #11 Payson, AZ 85541		$0.00			0
5/31/2012		CR2012-00198	State of Arizona	Mirisa A. Cline		$0.00		Superior Court Gila County	0
		Summons	Mirisa A. Cline	213 Bonita Apt 4 Payson, AZ 85541		$0.00			0

MILEAGE FOR THE MONTH May 2012

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
5/1	34			
5/2	27		74	
5/3	29			
5/4			125	
5/7	30		74	
5/8	46			
5/9			55	
5/10	32			
5/11	41		155	
5/14	46		39	
5/15	89			
5/16	37		127	
5/17	32			
5/18	33		64	
5/21				
5/22	35			
5/23	65			
5/24	97			
5/25	35		37	
5/28				
5/29	33		133	
5/30	47		65	
5/31	30			
DAYS	**818**		**948**	

Total Miles Driven By The Constable's Office **1766** **May** **2012**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 6/1/12

GRANT #

DEPOSIT TO FUND Gila County Treasurer FUND #

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constables Ethics, Standards & Treasures Board Writ Fee Collected

Account Code	Revenue Description	Amount	
T91620061	CESTB - Writ fees collected	10	00
	for May 2012		
	2@ 5.00		
	CK # 2292 . 6/1/12		
		10	00

Authorized Signature 3230 Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By Date

TREASURER 98338

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2292
91-527/1221 6128
0703680454

DATE 6/1/12

PAY TO THE ORDER OF Gila County Treasurer $ 10.00

Ten & NO/100'S DOLLARS

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

FOR Writ fees - May 3230

⑈000002292⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 6/1/12

GRANT #

DEPOSIT TO FUND Gila County Treasurer FUND #

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Service fees collected for the month of May 2012

Account Code	Revenue Description	Amount	
1005-324-3405.80	Service fees collected	1793	05
X1005-01-32400-4614	5/1/12 thru 5/31/12		
	CK # 2293, 6/1/12		
		1793	05

Authorized Signature 3290 Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By Date

TREASURER 98339

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2293
91-527/1221 6128
0703680454

DATE 6/1/12

PAY TO THE ORDER OF Gila County Treasurer $ 1793.05

One thousan Seven hundred Ninty-three & 05/100's DOLLARS

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

FOR Service fees - May 7720 MP

⑈0000002293⑈ ⑆122105278⑆ 0703680454⑈

ARF-1307 **5- N**

Regular BOS Meeting

Meeting Date: 06/26/2012

Reporting Period: May 22, 2012, and June 5, 2012, BOS Regular Meeting Minutes; and June 19, 2012, Emergency Session 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 22, 2012, and June 5, 2012, BOS Regular Meeting Minutes; and June 19, 2012 Emergency Session Meeting Minutes

Suggested Motion

Approval of the May 22, 2012, and June 5, 2012, BOS regular meeting minutes; and the June 19, 2012, BOS emergency session meeting minutes.

Attachments

BOS 05-22-12 Meeting Minutes

BOS 06-05-12 Meeting Minutes

BOS 6-19-12 Emergency Session Meeting Minutes

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: May 22, 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; and Marian Sheppard, Chief Deputy Clerk. No attorney was present.

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. Jacque Griffin led the Pledge of Allegiance and Pastor Rich Hatch of the First Southern Baptist Church in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

2A. Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Sgt. Steve Shaw of the Globe Police Department.

Daisy Flores, County Attorney, presented Sgt. Steve Shaw of the Globe Police Department with the Officer of the Quarter award and gave a brief summary of his background and the reasons he was nominated for the award. Sgt. Shaw thanked the Board for the honor of being nominated for this award. Each Board member thanked Sgt. Shaw for his dedicated service to the community.

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

Erica Raymond, Human Resources Assistant, presented gift cards as recognition awards to 2 employees for April's "Spotlight on Employees" Program as follows: JoNelle Greenwalt and Ginger Horta. Each Board member thanked the employees for their dedicated work.

ITEM 3 – PUBLIC HEARINGS:

3A. 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, Housing Program Manager, advised that prior to today's public hearing, 2 others have been held concerning this Application. Based on the information received from those hearings, this Application is now being recommended for Board approval. Each Board member thanked Ms. Buzan for securing these grants and her efficiency in running these programs. Chairman Martin opened the public hearing and called for comments from the public; none were received. She closed the public hearing and entertained a motion. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously authorized 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 adopted related Resolution Nos. 12-05-02, 12-05-03, 12-05-04, which are included as part of the application. **(Copies of the Resolutions are permanently on file in the Board of Supervisors' Office)**

3B. 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.

JenDean Sartain, Deputy Director of Health Services, advised that the County, by statute, is mandated to treat and monitor all cases of STIs to ensure the health of its citizens. The Gila County Health Department has seen an increase in the STI testing it provides partially due to the closure of Planned Parenthood. Also, due to budget cuts at the Arizona Department of Health, it no longer provides the lab testing for several types of STI testing, which had previously been done for the County at no cost except for the shipping fees. The County has been required to provide these tests through the Center for Disease Detection with the County absorbing those costs of $17.50 per client. To help absorb these expenses, the Health Department would like to charge $10.00 to individuals for STI testing. Partners and identified contacts will not be charged and no individual will be turned away due to inability to pay. Chairman Martin opened the public hearing and called for comments from the

public; none were received. She closed the public hearing and entertained a motion. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved 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.

ITEM 4 - REGULAR AGENDA ITEMS:

4A. 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.

David Rogers, Elections Specialist, stated that in March 2012, the Clerk of the Board received petitions signed by 100 percent of the property owners requesting the establishment of the Alhambra Domestic Wastewater Improvement District (ADWID). He advised that Larry Huffer, Chief Appraiser with the Assessor's Office, was present with the results of the Petition Verification, and members of the group wishing to establish the District were also present. Mr. Huffer stated that a copy of the Certificate of Verification was provided to the Board, which verifies that the Gila County Assessor has verified the owners of the real property who signed a petition to form the proposed ADWID. He read aloud the Certificate, which stated the following from 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." He further stated, "The results of the owners who signed the petition are as follows: 100% of the owner(s) of the real property within the limits of the proposed ADWID signed a petition." Supervisor Pastor wanted to comment for the record that he had a conversation with William Sturges, who has been working with Jake Garrett, Environmental Engineering Manager, on this project, and Mr. Garrett "had nothing but good words on the development of this project." He also added that Mr. Sturges was hopeful that the Board would look favorably on the project. Chairman Martin then called on Steve Wene, the attorney representing the Sturges's. Mr. Wene introduced James Downing, the Engineer, and stated that unless the Board had any questions, they would like the matter to proceed. Mr. Downing added that he was also available for any questions of the Board. Vice-Chairman Dawson stated, "I think one record that we need to make is that the people of Alhambra District will be among those who yelled that their taxes have increased and that it's our fault. They have to understand that these actions, whether it's a fire district, a wastewater improvement district, a school district or whatever, has no effect upon what their county tax rate is. They will have their special district (tax)

rate that they need and are approving of at this time. It will be later that they scream." Chairman Martin added, "They need to pay close attention to who they put on their board as those folks will decide the important things for these people and the closer boards get to you, the more important it is to pay attention to who is on them." Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously adopted the Order establishing the Alhambra Domestic Wastewater Improvement District and instructed the Clerk of the Board to notify the State Department of Property Valuation and the Gila County Assessor of the establishment of said District. **(A copy of the Order is permanently on file in the Board of Supervisors' Office)**

4B. Information/Discussion/Action to discontinue the 120-day hiring freeze on all vacancies in budgeted positions effective upon Board of Supervisors' approval.

Berthan DeNero, Human Resources Director, requested that the Board discontinue the 120-day hiring freeze as it has outlived its usefulness. She stated that the Board of Supervisors, managers and elected officials are very creative and compelling in their reasons for waiving the 120 days. Vice-Chairman Dawson stated that at the time this freeze was adopted, there was a crisis of how to manage to stay within the County's budget. She believes that the County is now in a position to be able to discontinue this freeze; however, she noted that this doesn't mean that there's going to be a bunch of newly created positions, but rather these are vacancies in budgeted positions only. Supervisor Pastor stated that he believes a good process has been set in place for reviewing any requests for positions and although it has taken a while to develop, he believes it is working well enough to lift the 120-day hiring freeze. Chairman Martin stated that she think it's time the Board allowed the supervisors and directors to make the choice; however, the Board will keep an eye on it and if this action needs to be rescinded that could be done. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously discontinued the 120-day hiring freeze on all vacancies in budgeted positions effective upon Board of Supervisors' approval.

4C. 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, Public Works Division Director, stated that the Security Committee, chaired by Ms. DeNero, has been working with the courts and the law enforcement agencies to implement security measures at the Globe County Courthouse. This is the next step being proposed to provide Courthouse security. He advised that there are multiple cameras involved in this project and the County has been working with the contractor, which has suggested

different angles and locations giving the County the ability to monitor and record every hallway and portion of the courthouse so that if there is an incident, it could be reviewed. He stated that this is very similar to the system that was installed in the new Public Works Division buildings and within the first couple of months it paid off because someone was caught stealing. He suggested that there be a secure place for the recording device and viewing. After a review with Ms. DeNero and Bob Hickman, Facilities Director, it was decided that the security key will be left with the IT Director in the event law enforcement needed to review the recordings. Also suggested was that the recording discs be kept on file for a minimum of 1 year. Vice-Chairman Dawson stated that it's amazing today what can be done with video surveillance and how technology continues to improve, which she hopes will help management in this area. Mr. Stratton pointed out that the cameras are of such high quality that they will be able to record a visual on a face and working in cooperation with law enforcement, people could be identified. Supervisor Pastor inquired if the cameras are going to be placed in hallways and in the court rooms to monitor security access to the Courthouse and will not be used to monitor employees. Mr. Stratton replied that was absolutely correct. He stated that this project will be paid with capital improvement funds of which the security portion has been budgeted. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved 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.

4D. 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).

Mr. Stratton stated that several months ago Steve Sanders, Public Works Division Deputy Director, and Jacque Griffin, Assistant County Manager/Librarian, applied for a RAC (Resource Advisory Committee) Grant to the U.S. Forest Service, which included funding for 2 years. The County was awarded 2 road projects—Russell Road and Cline Boulevard; however, due to a "snafu" at the state, the money for next year will now not be awarded and the County is only receiving a partial allotment and will lose about $150,000 on this particular project. He does; however, feel this project can be completed by changing the scope of work so instead of running a chip seal on the portion that is already paved, the County will do a double chip seal on the dirt portion along with some other creative measures. He also noted that the project will be completed in September. Vice-Chairman Dawson stated that in regard to this snafu, it is known that the Pinal Mountains are extremely dry and not getting that Russell Road chip sealed is very frustrating. She stated that in the event there was a forest fire and people had to be evacuated, that road would be a

difficult one and although it's better than it was years ago, it's still in need of being chip sealed. Mr. Stratton stated that because the County spends an extreme amount of time blading Russell Road, he is trying to work that into the 5-year plan if funds allow; however, his department is having difficulty with a shortage of funds as are other departments. Chairman Martin noted that this snafu didn't have anything to do with the County as several other counties were affected as well. Vice-Chairman Dawson stated that at next year's meeting there needs to be a loud discussion as to the reason this happened. Mr. Stratton deferred to Ms. Griffin for additional information as to why this problem with the funding occurred. Ms. Griffin stated that she wasn't sure where the error occurred, but it was her understanding that the County is supposed to be notified by the State Treasurer if the County is going to put 15% of its funds into the RAC. She believes the problem was because it was for 2 years of funding at once and because Graham County caught the error, they are receiving full funding, but the other grant applicants are not, which involves 3 different states and several counties. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved 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). Supervisor Pastor noted that Les Hannar (a resident residing on Cline Boulevard) will be very happy that this project is finally going to be done because "he's been on my case for the last 6 months." Mr. Stratton added that's why he made the public commitment to start the project in September.

4E. Information/Discussion/Action to approve 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, County Manager, stated that this is an Intergovernmental Agreement with the Town of Miami for the purpose of repairing or replacing some of the unsightly and unsafe shade structures at the community pool. He stated, "We consider this to be a community benefit and County benefit as well" and recommended that the Board approve same. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved 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.

Item 5 – CONSENT AGENDA ACTION ITEMS:

5A. 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.

5B. 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.

5C. 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.

5D. 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.

5E. 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.

5F. 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.

5G. 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.

5H. Approval of the May 1, 2012, BOS meeting minutes.

5I. Approval of the March 2012 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

5J. Approval of the March 2012 monthly activity report submitted by the Recorder's Office.

5K. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of April 14, 2012, to April 20, 2012, April 21, 2012, to April 27, 2012, and April 28, 2012 to May 4, 2012.

Copies of the contract reports are permanently on file in the Board of Supervisors' Office.

5L. Approval of finance reports/demands/transfers for the weeks of May 8, 2012, May 15, 2012, and May 22, 2012.

May 8, 2012

$809,994.43 was disbursed for County expenses by check numbers 245424 through 245564.

May 15, 2012

$1,519,738.82 was disbursed for County expenses by check numbers 245565 through 245750.

May 22, 2012

$663,439.07 was disbursed for County expenses by check numbers 245751 through 245884. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved Consent Agenda action items 5A through 5L.

Item 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.

Chairman Martin called on Peter Beesley, owner of a business known as Hoofin' It Feed & Tack located on Russell Road in Globe. Mr. Beesley stated that related to the last agenda item discussed by the Board, his business is also located on Russell Road and that road is in real bad shape. He noted that all of the County trucks have now moved over to the new barn in that area, which has increased traffic and that road needs more than a chip seal. Mr. Beesley then moved on to the reason for being present to address the Board. Mr. Beesley and his wife own a feed store and they are having an increasing problem with vendors/peddlers who are coming into the area, in particular hay vendors, who are bringing in trailer loads of hay from out of town and then parking on the side of the road on anyone's property and setting up small businesses. Mr. Beesley felt that legitimate business owners should have some type of protection against people that aren't operating under the same rules

and are not a licensed business that collects and pays sales tax. He requested that this be addressed by the County on a future Board agenda.

Item 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.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 11:01 a.m.

APPROVED:

_____

Tommie C. Martin, Chairman

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: June 5, 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; 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. Shirley Dawson led the Pledge of Allegiance and Pastor Bart Campbell of the Church of Christ in Globe delivered the invocation.

Item 2 – PRESENTATIONS:

2A. Update on the activities of the County Supervisors Association (CSA) by Craig Sullivan, CSA Executive Director, including a discussion of recent legislative activities.

Craig Sullivan, CSA Executive Director, gave a PowerPoint presentation providing an update of the activities of the recent Arizona legislative session. Some of the highlights reviewed included the following: County directives that were given to CSA staff at the 2011 CSA Summit, which included repealing the triggered prison shift from state prisons to county jails, eliminating the mandated county contributions, and freezing or restoring HURF (Highway User Revenue Funds) shifts to the Department of Public Safety and the Motor Vehicle Division; advancing client-initiated CSA-sponsored legislation; and engaging legislation that impacted county resources, services or authorities. Mr. Sullivan also spoke about state budget mobilization efforts and county mobilization efforts that achieved early results with the governor responding to county concerns. This was followed by a brief review of the Enacted FY2012-2013 State Budget that contains $43 million in county impacts, $50 million

less than FY 2012 and that will impact Gila County by $771,002, plus lingering effects of eliminated revenue streams of $550,035 for a total impact to Gila County of $1.3 million. The current state budget was then compared to past budgets from FY2008 to the present. Mr. Sullivan reviewed the FY2013 state budget, which is a one-year budget with a three-year outlook, noting that the Legislature had not previously reviewed budgets looking into the future, but had only reviewed the present budget. He also noted that the state has now set aside a rainy day fund for FY2013 in the amount of $450 million, which is good news for counties so the state possibly won't continue to shift costs to the counties. Mr. Sullivan reviewed CSA's sponsored legislation including bills that were enacted into law, vetoed, or did not advance through the process; bills from other organizations that were supported by CSA; legislation amended by counties; and legislation opposed by CSA, which included 15 bills that were defeated; and legislation opposed by the counties. He stated that 2 of the bills opposed became law, which included HB 2826, consolidated election dates, and SB 1040, county highways. Supervisor Pastor inquired if there will be efforts in the next legislative session to make changes to the new law on the consolidation of elections because the County's Election Department is concerned about it not being cost effective. Mr. Sullivan stated that it's still too early for him to determine whether CSA will be able to advance some fix-it solutions, but he does know that there is ongoing dialog, and CSA is looking to the election directors to provide good input in that regard and he's also requesting that management help with the financial side. Mr. Sullivan also wanted to make it clear that the governor was very friendly to counties this year and she not only secured the main items in the budget and provided leadership on that, but she vetoed 4 bills at the request of the counties including the firearms bill that was of grave concern because of its allowance of firearms in court buildings and other areas or requiring very expensive security measures. Vice-Chairman Dawson stated that she believes the bill on firearms regulation is going to come back again and since it got through both houses she thinks that it's really important that there be some energy expended on the fact this was such extreme of what is our right to bear arms. She said "Saying that firearms are a right that should be allowed anywhere and everywhere is just insanity at its best." She requested that CSA have a committee that is balanced and that is looking at this ahead of time before the bill is introduced again. Mr. Sullivan replied that the entire CSA membership of county boards was unanimously opposed to this measure and CSA will do everything it can in preparation for the next consideration of this bill. Mr. Sullivan then reviewed CSA's next steps, which will include evaluating changes to the political landscape; evaluation of the state and federal situation; analyzing potential for achieving additional fiscal objectives; and connecting with counties, stakeholders and legislators in preparation for 2013. Mr. Sullivan concluded his presentation by reviewing the redistricting of the Legislative and Congressional District Maps, which showed that Gila County includes 3 Legislative Districts 6, 7 & 8 and Arizona now has 9 Congressional Districts. Mr. Sullivan reminded the Board that the County's legislative proposals for the upcoming legislative session are due to CSA by August 15, 2012. Also, the

CSA Legislative Session Policy Summit will be hosted by Cochise County in Sierra Vista on October 1-3, 2012. Chairman Martin stated that for many years, the eastern counties have enjoyed 3 legislators and now there will be 12 to tell our story and she requested that the other board members assist her in contacting them all to discuss our rural issues because they are not necessarily going to be rural folks. Vice-Chairman Dawson expressed a concern about the payment of judges' salaries by the counties. She also stated that in regard to the shift of prisoners to the county jails, the counties need to stay alert on that issue and tell the state that they can't do that and it needs to be state financed. Each Board member thanked Mr. Sullivan and staff for the presentation and for all of the great work they do on behalf of the counties.

2B. Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2012-2013 fiscal year budget request to be considered for approval during Gila County's regular budget process.

Lani Hall, Extension Agent, 4-H Youth Development Agent, speaking on behalf of Jim Sprinkle, Ph.D., University of Arizona (U of A) Area Extension Agent, Animal Science and Gila County Cooperative Extension Director, who was unable to attend, presented a PowerPoint presentation regarding the U of A, Gila County Cooperative Extension Office's 2011 Annual Report. She explained how land grant colleges were established by Abraham Lincoln through the Morrill Act 150 years ago to make education more widely available. For almost 100 years, cooperative extension has helped disseminate knowledge from the university and experimental stations to the local communities. Cooperative extension has helped preserve ranching in Gila County and after 10 years of the "Reading the Range" program, 50% of the ranches in Gila County are now using range monitoring science to assist in management and National Environmental Policy Act documents. Other programs also address critical issues in Gila County including forest health/fire wise, noxious weeds, climate education and water/watershed education. Ms. Hall also briefed the Board on ways the Cooperative Extension offices are preparing youth in Gila County through various programs such as 4-H Youth Development, "Launch into Life," which was a program taught to all 9th graders at Payson High School last year and a program on "Healthy Foods/Healthy People," which included a starting a farmer's market in Globe and the "People's Garden Project" funded by the United States Department of Agriculture on the San Carlos Reservation. A request was made of the Board of Supervisors for continued support in the amount of $66,500 for the 2012-2013 fiscal year, which is an increase of $6,500 over the last 4 years' requests. Each Supervisor complimented the efforts and accomplishments of Dr. Sprinkle, Ms. Hall and the other staff members. The official budget request will be considered by the Board of Supervisors during the County's regular budget process.

2C. Presentation of Bullion Plaza Cultural Center & Museum's activities and request for a $25,000 economic development grant to be considered

for approval during Gila County's regular budget process.

Joe Sanchez, President of the Bullion Plaza Cultural Center & Museum, stated that he and others were present to request a $25,000 economic development grant to be considered for approval by the Board. He then gave a PowerPoint presentation on the Bullion Plaza Cultural Center & Museum located in the former Bullion Plaza School in Miami. He also introduced Tom Foster, Director of the Museum, and Paul Licano, a board member. Mr. Sanchez provided background history on the former Bullion Plaza School, which was built in 1923 as a grammar school for Mexican-American children, was eventually closed by the Miami School District in 1994, was acquired by the Town of Miami in 1997 and then leased to the Bullion Plaza Cultural Center and Museum in 1999. He then read aloud the Museum's mission statement. Tom Foster then explained the many special displays it houses, which include the following: mining exhibits, tile exhibit, mineral collections, former Arizona Governor Rose Mofford collection, military heritage exhibit, Slavic cultural center, Cox Room/ranching exhibit, Miami history exhibit, Hispanic heritage exhibit, local, state & national dignitary room, Inspiration wing and a research room. Mr. Sanchez concluded the presentation by reading aloud the objective statement. He thanked Supervisor Pastor and the many volunteer members of the community who have been involved with the ongoing work at the Museum. Each Board member thanked Mr. Sanchez and Mr. Foster for this presentation and their efforts and hard work in establishing this Cultural Center/Museum. This official budget request will be considered by the Board of Supervisors during the County's regular budget process.

ITEM 3 – REGULAR AGENDA ITEMS:

3A. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Board of Deposit.)
Information/Discussion/Action to review all bids submitted for Request for Proposals No. 011312-1 Primary Banking Service for the Gila County Treasurer; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.
(Motion to adjourn as the Gila County Board of Deposit and to reconvene as the Gila County Board of Supervisors.)

Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board adjourned as the Gila County Board of Supervisors and convened as the Gila County Board of Deposit.

Debora Savage, Treasurer, stated that after extensive review by 4 staff members of the proposals received from 3 different banks, the recommendation was to award a contract to the lowest bidder, JPMorgan Chase Bank. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board reviewed all bids submitted for Request for Proposals No. 011312-1 Primary

Banking Service for the Gila County Treasurer and unanimously awarded a contract to JPMorgan Chase Bank for a term of 36 months with the option to renew for 2 additional 12-month terms and authorized the Chairman's signature on said contract.

Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board adjourned as the Gila County Board of Deposit and reconvened as the Gila County Board of Supervisors.

3B. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 103111-2 for the Sheriff's Office tower installation and radio equipment relocation; award to the lowest, responsible, responsive, and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bidder.

Tom Melcher, Chief Deputy Sheriff, explained that this item is in regard to the construction of a radio tower next to the new Sheriff's Office Communications Center. Due to a lack of funds at the time the center was built, the tower was unable to be built or the radio equipment relocated so it continues to be a major problem for radio transmitting. A grant application was then submitted and later a grant was awarded by the United States Department of Homeland Security in the amount of $50,000; however, when the requests for proposals were advertised, none of the bids received were under the $50,000 cap and had to be rejected by the Board due to the need to change the scope and specifications. Another request for proposals was sent out removing the $50,000 cap and requesting a "Proposal Clarification, and Best and Final Offer." These "Best and Final Offers" were received on April 30, 2012, and the conclusion after detailed technical and cost review was that the lowest offer did not meet all requirements set forth in the bid. The low bidder did not provide a total cost for project completion as requested and the bid states that the contractor would be responsible for permits, licenses, fees and taxes; however, the contractor projected those costs onto the County. Mr. Melcher stated that the second lowest bidder met all requirements and provided a best and final cost for the project. He stated that after review with the County Attorney's Office, it is recommended that the Board award the bid to the second lowest bidder, CMC Communications, LLC, with the selection of a used tower at a cost of $77,671.65. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board reviewed all bids submitted for Request for Proposals No. 103111-2 for the Sheriff's Office tower installation and radio equipment relocation and unanimously awarded a contract to CMC Communications, LLC, in the amount of the $77,671.65 and authorized the Chairman's signature on said contract.

3C. Information/Action/Discussion to approve the Gila County Elections Security and Integrity Policy.

Linda Eastlick, Elections Director, advised that the Elections Department has been working for awhile on this Elections Security and Integrity Policy. The Recorder's Office and the Elections Department have the responsibility of ensuring election and ballot security and most of the procedures are well grounded in the Arizona Revised Statutes or in the Elections Policy and Procedures Manual set forth by the Secretary of State's Office. This policy has been put together to recognize that the Recorder's Office and the Elections Department have those policies and procedures and that they are practiced in Gila County. She requested approval in order to add this particular policy to the Gila County Policy Manual. Vice-Chairman Dawson noted that the policy states that "authorized individuals are allowed access to critical election spaces" and questioned who has the right to determine who those "authorized individuals" are? Ms. Eastlick replied that she, as the Gila County Elections Director, has the authority to designate who has access in the Gila County Elections Department. She stated that specifically the reason that different terminology was used stating "persons" rather than "personnel" is because of those instances when early ballots are processed by volunteers from the community, who are paid minimum wage, who come in and assist in processing early ballots. Those individuals have the authority to go inside of the rooms where the ballots are being processed and to go into the areas where the ballots are secured in the vault. The process of tabulating early ballots is recorded by live video so all present are monitored at all times and that recording is fed down to the Secretary of State's Office and is shown online. The public is not allowed in those rooms. Political parties are invited to come in as observers, but they are not allowed to touch ballots or interfere with the process. It is preferred that they monitor the tabulation process outside of a window if coming in on election night. Vice-Chairman Dawson then inquired if the Elections Department handles or receives the provisional ballots. Ms. Eastlick replied that when the provisional ballots come from an election site/polling place, they come in a sealed bag and are received in the Elections Department. The sealed bag is then transferred to the Recorder's Office. The Recorder's Office opens the sealed bag and then proceeds to verify the signatures that are on the provisional ballots as well as the voters themselves and makes a determination as to whether or not that ballot should be processed further for tabulation depending upon whether the individual was properly registered and if the signature is correct; however, they do not open the ballots or tabulate them. The Recorder's Office then transports those provisional ballots to the Elections Department and again with the aid of these volunteers from the community the provisional ballots are processed and tabulated. Vice-Chairman Dawson stated that under Ballot Processing VII, it states that under no circumstances is the public, including any candidate, allowed behind counters or inside rooms and she inquired if that only pertained to the Election Department or also to the Recorder's Office and whether those are in the Arizona Secretary of State's rules and regulations. Ms. Eastlick replied that to her knowledge that specific language is not in statute; however, it is understood that the ballots will be handled in a secure manner. It doesn't state they can't go behind counters. She noted that this

policy was specifically written only for the Elections Department because the Recorder has determined she prefers to write her own Office's policy. Ms. Eastlick stated that she does not believe that the Recorder has presented the Board with her policy, but she did know that the Recorder was working on one. Vice-Chairman Dawson stated, "I have not seen anything from the Recorder that would exclude a candidate from being behind the counter other than her statement that didn't happen and my challenge (is) that it did happen and it won't happen without a sheriff's deputy at least being called this election." Chairman Martin inquired about the process again and Ms. Eastlick explained that there are 2 processes, one for early voting ballots by mail and one for provisional ballots and she proceeded to explain the differences. Supervisor Pastor inquired for clarification if this particular policy is a complete policy for elections. Ms. Eastlick stated that it does not include the Recorder's Office functions. Supervisor Pastor inquired of the County Manager if the Board would be receiving a policy on elections from the Recorder's Office. Don McDaniel, County Manager, stated that the Recorder has not reported any further than what was reported to the Board when this was discussed in a public work session of the Board of Supervisors where she was developing or had developed a policy, but it has not been submitted to him or the Board for review and/or approval. Chairman Martin inquired as to the period of time the Recorder's Office actually has physical possession of these either early or provisional ballots. Ms. Eastlick replied that the Elections Department actually transports live ballots to the Recorder early enough in the election season that they can begin mailing them out. The Recorder's Office then has control over live ballots in their office during the entire election season so that people can go in and vote there. When the ballots that are mailed out are returned back by the voter, then the Recorder's Office has control over them until they are processed and processing times can vary although there is a provision in state law for how long the Recorder can hold those ballots. Ms. Eastlick was not sure of the time as to how long the Recorder can hold those ballots. Vice-Chairman Dawson requested that the County Manager contact the Recorder about when her Security and Integrity Policy will be provided to the Board. Mr. McDaniel stated that he would follow up on that request. Supervisor Pastor inquired as to the deadline for processing early ballots. Ms. Eastlick stated that they have to be processed prior to Election Day. Supervisor Pastor inquired of Eric Mariscal, the Recorder's Office representative, whether he was aware of the deadline for the Recorder's Office to provide the ballots to the Elections Department. Mr. Mariscal replied that, according to Arizona Revised Statutes, they must be turned over to the Elections Department so many days before the actual tabulations that the Elections Department does on the Saturday prior to the election. Chairman Martin inquired if the ballots are sent from the Recorder's Office to the Elections Department throughout the voting period or whether the Recorder holds them and turns them all in at the end. Mr. Mariscal stated that it's a coordinated effort between both parties as to the number of ballots received at particular times—many ballots are usually received back right after they are mailed out, then the influx drops and then another high volume is received from voters at the last minute. Chairman

Martin was inquiring so she could get a feel for what she would expect to be reflected in the Recorder's policy. Ms. Eastlick concluded by stating that the Elections Department tries to get them as early possible following processing by the Recorder's Office because she couldn't get enough people in a room to process them all on the Friday before an election and she tries to schedule it so that the early board workers can make plans to be available. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously approved the Gila County Elections Security and Integrity Policy.

3D. Information/Discussion/Action to approve an Order adopting changes to the Young and Carrizo election precinct boundaries to conform to the Legislative District #6 and Legislative District #7 boundaries.

Ms. Eastlick stated that the County went through many months of redistricting and in October 2011, the Board adopted an Order approving of the new Redistricting Plan and precincts that were established during the redistricting process. Subsequent to that, the state has completed its legislative and congressional redistricting. All of the County's precinct boundaries conform to the state's legislative and congressional plans with the exception of one small area on the far-east side of the Young precinct, which is actually the reservation boundary. Ms. Eastlick stated that there are no people contained in this small segment of territory and she requested that the Board approve this Order so that the small segment of reservation land could be moved into the Carrizo Precinct. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously approved an Order adopting changes to the Young and Carrizo election precinct boundaries to conform to the Legislative District #6 and Legislative District #7 boundaries.

3E. Information/Discussion/Action to authorize the Public Works Division to send out 5 Offer Letter packages to property owners for acquisition of Right-of-Way based upon the appraised value as determine by the consultant appraiser so the Tonto Creek Bridge Project can move forward to design completion.

Steve Sanders, Public Works Division Deputy Director, stated that there are 5 private properties the County is dealing with in regard to the Tonto Creek Bridge project. He stated that before the Arizona Department of Transportation will approve a 100% set of plans and prepare the documents, the County has to acquire the right-of-way through the Uniform Relocation Act, which is a very involved and lengthy process. The County's consultant and sub-consultant dealing with the right-of-way issues have put together 5 offer letters based on the appraised values of the properties. He advised that the appraised values range from $704 to $137,800 and the total cost of all 5 of the properties is $271,669, which has been budgeted. All of the residents have been contacted previously when the appraiser had to go on site and do the actual appraisals so they are aware of this; however, the County hasn't been directly involved with them on any other aspects in order to be in compliance with the Uniform

Relocation Act. All property owners were given the opportunity to follow the appraiser while he was on their property and one owner did meet with the appraiser, but none of the others responded. Mr. Sanders requested that the Board authorize the Public Works Division to simply send out the offer letters to make the initial contact with the appraisal package. He also added that right now is a critical period as the County is also 90 days into the request for a 404 Permit from the U.S. Army Corps of Engineers (Corps) and hasn't received a response back from them at this time, but the County was told initially that it would be about a 90-day review. So hopefully within the next 30 days the County will have its permit in place from the Corps, these right-of-ways will move forward and by the end of summer a set of plans will be ready so the County can actually start going after some money to build the bridge. Supervisor Pastor inquired if Mr. Sanders foresees any problems with the 5 property owners. Mr. Sanders replied that he didn't believe there would be any opposition; however, he would be willing to sit down with the owners and go through the logistics. Supervisor Pastor inquired as to the company that conducted the appraisals. Mr. Sanders stated that Dennis Lopez & Associates, the sub-consultant to the County's consultant, is the real estate firm that did all the appraisals and put all the packages together. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously authorized the Public Works Division to send out 5 Offer Letter packages to property owners for acquisition of Right-of-Way based upon the appraised value as determine by the consultant appraiser so the Tonto Creek Bridge Project can move forward to design completion.

3F. Information/Discussion/Action to approve the distribution of Local Transportation Assistance Funds (LTAF II) to senior centers and other entities for their continued transportation operations.

Steve Stratton, Public Works Division Director, stated the LTAF funding (lottery money) will no longer be forthcoming from the state; however, there may now be a possibility of it coming back some time, but this distribution would deplete the current fund. He stated that Diana Jones, Management Analyst, has provided 2 scenarios to equally divide the remaining funds. One scenario (Column B) includes the San Carlos Apache Tribe (Tribe) and the other one (Column A) does not because the County is still trying to get an agreement with the Tribe from the last distribution of LTAF funds. Mr. Stratton advised that if the Board opts to distribute according to Column B, which includes the Tribe, then the County will still have a problem of depleting this fund because the funds are required to be spent within 2 years. He stated that had the Tribe responded and had an agreement been in place, then obviously the County would want to include them in this distribution also. However, if the Board does select Column B, it could create further problems down the road and he would just have to come back to the Board and request a redistribution of the funds. Vice-Chairman Dawson stated, "I have not been asked for assistance in getting this response from San Carlos and I think I could get a response from them, so I don't see basing our decision on that. I would like to recommend

that we use column B and that you said we have 2 years for this distribution?" Mr. Stratton replied that the County had 2 years from the time of receipt of the funds, but that timeframe is closing quickly although he was not sure of the exact date. Vice-Chairman Dawson made a motion that the LTAF II funds be distributed based on Column B to senior centers and entities for their continued transportation operations. Supervisor Pastor inquired if the Board wanted to include in the motion a restriction on how soon to expect an answer from the Tribe. Vice-Chairman Dawson amended her motion to state that the LTAF II funds be distributed based on Column B to senior centers and entities for their continued transportation operations and that within 2 weeks there be a response from the San Carlos Apache Tribe. Supervisor Pastor seconded the motion, which was unanimously passed. Chairman Martin inquired if the Board wished to discuss what should be done if there isn't a response from the Tribe within the 2 weeks. Mr. Stratton suggested that if the County does not get a response, he will bring the remaining balance back to the Board for redistribution, which was agreeable to the Board.

3G. Information/Discussion/Action to direct the Public Works Division to investigate the possibilities of accepting Copper Hills Road into the Gila County Maintained Roadway System as a public road.

Mr. Stratton stated that he, the County Manager and the County Attorney met with representatives of the Homeowners Association of the Copper Hills Subdivision. The Association presented sufficient evidence, which Mr. Stratton believes warrants investigation into bringing Copper Hills Road into the County system as a public road. Mr. Stratton stated that in reviewing the statutes, before he can spend restricted funds for reading legal descriptions and sending surveyors out, etc. he needs the authorization of the Board. He recommended that the County investigate bringing Copper Hills Road into the County Maintained Roadway System as a public road. Upon inquiry by Supervisor Pastor if this is a continuation of the road that the County currently monitors, Vice-Chairman Dawson explained that the County maintains a section of the road to a certain point, then skips a section and then per a service agreement maintains the Forest Service road. If this portion of the road is brought into the County's Maintained Roadway System, then the entire road would be maintained. Mr. Stratton clarified that this would only be to maintain the main road and would not include any offshoots or side streets, etc. Mr. Stratton stated that there were a couple of representatives from the Homeowners Association and he wanted to make a couple of points clear to them and to the Board that if the Board decides to bring the entire road into the County's System, all of the signage would have to be in accordance with the MUTCD (Manual on Uniform Traffic Control Devices) as adopted by AASHTO (American Association of State Highways and Transportation Officials) as well as all of the regulations the County has for roadways. He noted that there are quite a few signs out there that do not meet those standards at this time and they would have to be removed. Vice-Chairman Dawson stated, "I was here when this subdivision was approved by, not this board, but a board of the past

and at that time I suggested this day would come. When you decide that realtors and developers can wheel and deal without putting in improvements, it's those subsequent homeowners who end up complaining and being unhappy. I don't blame them, but I blame the people who didn't take the time at the initial step and take the heat of saying that road has to be brought to standards and it should have been brought to standards and then it could be a paved highway—county roadway." Supervisor Pastor clarified that it would not be a paved road, but rather maintaining a dirt road to County standards to which Vice-Chairman Dawson and Mr. Stratton agreed. Supervisor Pastor inquired about the length of this portion of road. Mr. Stratton replied that it was a little over a mile. He further advised that yesterday the County just completed putting millings on the portion of road it currently maintains and will then chip seal it. If approved, the County would maintain the entire road as often as it maintains the U.S. Forest Service road. Chairman Martin inquired whether the road is currently up to County standards with the exception of the signage. Mr. Stratton replied that it appears that the width is okay, but there are some drainage issues and that is the one reason he doesn't want to consider it as a county highway, but just as a public road. The biggest component will be to send the crews out to survey and review the legal descriptions to ensure they are accurate. Mr. Stratton stated that he has advised the president of the Homeowners Association that it could be December before this process is completed. He further stated that if the County is going to bring this road in, it will be done by the end of December so that the County can receive HURF dollars for it beginning July 2013. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously directed the Public Works Division to investigate the possibilities of accepting Copper Hills Road into the Gila County Maintained Roadway System as a public road.

3H. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-12-172.

Marian Sheppard, Chief Deputy Clerk, stated that the County has in place a process to review bids for the purchase of state-owned land that has been deeded by the County Treasurer to the State of Arizona for non-payment of taxes. These are properties that didn't sell at the Board's previous annual tax deeded land auctions. Ms. Sheppard stated that she received a sealed bid for the purchase of Assessor's tax parcel number 206-12-172, which is a vacant piece of land located in upper Miami on a hill off of Sunnyslope Avenue. The total lien amount on this property is $308.87. Ms. Sheppard opened the sealed bid and stated that the bid received was from Frank E. Chavez in the amount of $308.87, the total lien amount. Upon motion by Supervisor Pastor, seconded by Vice-Chairman Dawson, the Board unanimously accepted the bid of $308.87 from Frank E. Chavez for the purchase of Assessor's tax parcel number 206-12-172.

3I. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 302-14-160A.

Ms. Sheppard stated that she also received a sealed bid for the purchase of Assessor's tax parcel number 302-14-160A, which is a vacant piece of land located in Geronimo Estates, Unit Two Subdivision, in the Payson area. The total lien amount is $3,088.10. Ms. Sheppard opened the sealed bid and stated that the bid received was from Philip William Orstrom in the amount of $836.60. She stated that on this particular property, part of the County's policy states that if a person can prove they own adjoining land at the time the sealed bid is submitted, the Board may consider a bid that is less than the total lien amount. In this case Mr. Orstrom does own a piece of adjoining land. She further noted that this property has been reviewed by both the Treasurer and the Assessor, of which they have no objections to the sale. The Board then reviewed a map of the parcel and Ms. Sheppard provided information about the surrounding parcels and owners and she advised that there were no bidders at the time of the Board's auction in 2006. After discussion by the Board, Vice-Chairman Dawson stated, "When we first came on this board, the usual thing was people would come in and offer $25 or a minimal amount and at that time is when we said at least pay the back taxes. We have seldom had to make exceptions, but I don't see any reason not to go ahead with this sale." Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously accepted the bid of $836.60 from Philip William Orstrom for the purchase of Assessor's tax parcel number 302-14-160A.

ITEM 4 – CONSENT AGENDA ACTION ITEMS:

4A. Approval of Contract No. ADHS12-022009 between the Gila County Division of Health & Emergency Services, Health Department, and the Arizona Department of Health Services in the amount of $51,160 annually to continue the funding of the Prop 201 Smoke-Free Arizona Program for the period July 1, 2012, through June 30, 2017.

4B. Approval of the appointment of the following precinct committeeman as submitted by the Gila County Republican Committee: Globe #1 Precinct - Todd J. Wheeland.

4C. Ratification for approval of the Chairman's signature on a Special Event Liquor License Application submitted by the Pinal Mountain Elks Lodge #2809 to serve liquor on May 26, 2012, for a wedding that was held at the Gila County Fairgrounds.

4D. Approval of an Application for Extension of Premises/Patio Permit submitted by Albert Keehn to temporarily extend the premises where liquor is permitted to be served at the Sportsman's Chalet on July 1, 2012, for a special event.

4E. Approval of an Application for Fireworks Display submitted by Fireworks Productions of Arizona on behalf of Freeport-McMoRan Copper & Gold, Inc.-Miami Operations to provide a fireworks display on July 4th at Freeport-McMoRan's minesite.

4F. Approval of an Independent Contractor Agreement (Contract No. 07012012-13) between the Arizona Community Action Association (ACAA) and the Gila County Division of Community Services, Community Action Program, whereby ACAA will provide funding in the amount of $45,307 to provide utility deposits, repair and replacement work and bill assistance to eligible citizens residing in Gila County for the period from July 1, 2012, through June 30, 2013.

4G. Approval to adopt Resolution 12-06-01 to name a previously unnamed section of road in Tonto Basin to be called N. Chaparral Trail. (A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)

4H. Approval of Amendment No. 1 to Contract No. 080310-1 between Gila County and Tyler Technologies for additional Treasurer's Office staff training on the General Ledger Treasurer's Banking Software in the amount of $5,600.

4I. Approval of the April 2012 monthly activity report submitted by the Payson Regional Constable's Office.

4J. Approval of the April 2012 monthly activity report submitted by the Recorder's Office.

4K. Approval of the April 2012 Monthly Activity Report submitted by the Payson Regional Justice of the Peace.

4L. Approval of the April 2012 monthly activity report submitted by the Clerk of the Superior Court.

4M. Approval of the Human Resources reports for the weeks of May 1, 2012, May 8, 2012, May 15, 2012, May 22, 2012, and May 29, 2012.

May 1, 2012:
Departures from County Service:
1. Martin Feldhake – Probation – Juvenile Detention Officer – 04/25/12 – General Fund – DOH 01/10/11 – Resigned
2. Richard Kruger – Public Fiduciary – Fiduciary Services Specialist – 04/27/12 – General Fund – DOH 01/24/05 – Resigned
3. Rachel Wright – Superior Court Division One – Temporary Judicial Assistant – 04/04/12 – Superior Court Cost of Prosecution Fund – Completed job

Hires to County Service:

4. Herman Tijerina – Court Information Systems – IT Administrator and Support Specialist – 05/07/12 – General Fund -Replacing Dennis Hanson
5. Thomas Dando – Public Works Recycling and Landfill Management – Solid Waste Services Worker – 05/07/12 – Facilities Management Fund – Replacing Mitchell Wilson
6. James Gibson – Public Works Recycling and Landfill Management – Solid Waste Services Worker – 05/03/12 – Facilities Management Fund – Replacing Vernon Davis
7. Stephanie Gibson – Health and Emergency Services – Breast Feeding Peer Counselor – 05/21/12 – WIC Fund – Replacing Katie Meredith

Volunteers to County Service:

8. Darrell Stubbs – Health and Emergency Services – Volunteer – 05/01/12
9. Darlene Medina - Health and Emergency Services – Volunteer – 05/01/12
10. Regina Moltz - Health and Emergency Services – Volunteer – 05/01/12
11. Rex Williams - Health and Emergency Services – Volunteer – 05/01/12
12. Debra Hammer - Health and Emergency Services – Volunteer – 05/01/12
13. Denise Hansen - Health and Emergency Services – Volunteer – 05/01/12
14. Violet Williams - Health and Emergency Services – Volunteer – 05/01/12

Departmental Transfers:

15. Jay Boyer – Probation – From Deputy Probation Officer 2 – To Deputy Probation Officer Supervisor – 05/07/12 – From 100% Diversion In Take Fund - To 60% Diversion In Take Fund – 40% General Fund

End Probationary Period:

16. Judith Moss – Globe Regional Justice Court – Court Clerk – 01/29/12 – General Fund
17. Ginger Horta – Administrative Services – Administrative Clerk – 05/16/12 – General Fund
18. Larry Dooly – Public Works Facilities and Land Management – Building Maintenance Technician Sr. – 05/07/12 – Facilities Management Fund

SHERIFF'S PERSONNEL ACTION ITEMS:

Hires to County Service:

19. Ashley Henry – Sheriff's Office – Detention Officer – 05/07/12 – General Fund – Replacing Peter Beesley

End Probationary Period:

20. Jacob Delecki – Sheriff's Office – Deputy Sheriff – 04/11/12 – General Fund

May 8, 2012:

Departures from County Service:

1. James Anderson – Public Works Consolidated Roads – Road Maintenance/Equipment Operator – 04/17/12 – Public Works Fund – DOH 11/10/08 – Resigned
2. Christopher Beamon – Probation – Juvenile Detention Shift Supervisor – 05/12/12 – General Fund – DOH 07/06/09 – Resigned

Hires to County Service:

3. Penny Miller – Community Services – Career & Employment Specialist –

05/10/12 – WIA Fund – Replacing Angela Lara

Temporary Hires to County Service:

4. David Oropeza – Board of Supervisors – Temporary Laborer – 05/14/12 – Constituent Services II Fund
5. Malin Busby - Community Services – Temporary Mobile Crew – 05/10/12 – GEST Fund

Postion Review:

6. Paula Horn – Health & Emergency Services – From Health Programs Manager – To Deputy Director of Prevention Services – 04/02/12 – Various funds – Reorganization
7. Earl LaForge – Public Works Auto/Equipment Maintenance – Automotive Mechanic – 07/01/11 – Change in funds
8. Nathaneal Cutter - Public Works Auto/Equipment Maintenance – Automotive Mechanic – 07/01/11 – Change in funds

Request Permission to Post:

9. County Attorney – Legal Secretary – Vacated by Lana Dever

May 15, 2012:

Departures from County Service:

1. Delia Benavidez – Globe Regional Justice Court – Justice Court Lead – 05/03/12 – General Fund – DOH 03/07/94 – Separated without prejudice

Position Review:

2. Angelo Cutter – Human Resources – From Human Resources Assistant Sr. – To Deputy Human Resources Director – 05/17/12 – General Fund

Request Permission to Post:

3. Payson Regional Justice Court – Justice Clerk Associate – Vacated by Michelle Duarte

May 22, 2012:

Departures from County Service:

1. Ronnie McDaniel – Payson Regional Courts – Pro Tempore Judge – 04/09/12 – General Fund – DOH 07/01/07 – Resigned
2. Janice Zittle – Payson Regional Constable's Office – Temporary Clerk of the Constable – 05/03/12 – General Fund – DOH – 06/11/07 – Temporary services no longer needed
3. John Geer – Public Works Consolidated Roads – Road Maintenance/Equipment Operator – 05/15/12 – Public Works Fund – DOH 09/12/11 – Resigned
4. Ursula Donovan – Health and Emergency Services – Nutrition Services Manager – 06/15/12 – 99% WIC Fund – 1% Commodity Supplement Food Program Fund - DOH 01/02/07 – Resigned
5. Misti Williams – Finance – Account Clerk Senior – 05/04/12 – General Fund – DOH 01/28/91 – Resigned

Hires to County Service:

6. Christopher Heath – Public Works Auto/Equipment Maintenance – Automotive Service Worker – 05/24/12 – Public Works Fund – Replacing Max Coombs

7. Christopher Mooney – Public Fiduciary – Public Fiduciary Services Specialist – 05/29/12 – General Fund – Replacing Richard Kruger

Departmental Transfers;

8. Jo Anna McDaniel – Public Fiduciary – From Public Fiduciary Assistant – To Public Fiduciary Services Specialist – 05/24/12 – General Fund – Replacing Kimberly Aguilar

Request Permission to Post:

9. Public Works Consolidated Roads – Administrative Assistant – Position vacated by Cecilia Wentz
10. Health and Emergency Services – Staff Nutritionist – Position vacated by Sherri Miller
11. Health and Emergency Services – Health Programs Manager – Position vacated by Paula Horn

SHERIFF'S PERSONNEL ACTION ITEMS:

Departures from County Service:

12. Ashley Henry – Sheriff's Office – Detention Officer – 05/08/12 – General Fund – DOH 05/06/12 – Unsuccessful completion of probationary period
13. Anjanette Bolinger – Sheriff's Office – Public Health Nurse – 05/06/12 General Fund – DOH 07/19/10 – Resigned

May 29, 2012:

Departures from County Service:

1. Kristin Klee-Martinez – County Attorney – Legal Secretary – 05/24/12 – Attorney's Justice Enhancement Fund – DOH 11/26/07 – Resigned
2. Kevin Moran – Public Works Auto/Equipment Maintenance – Vehicle and Equipment Mechanic – 05/25/12 – Public Works Fund – DOH 03/15/10 – Resigned

Departmental Transfers:

3. Susan Williams – From Superior Court – To Globe Regional Justice Court – From Calendar Administrator – To Justice Court Clerk Associate (underfill) – 06/04/12 – General Fund – Replaces Ruben Mancha

Position Review:

4. Ramai Alvarez – County Attorney – Deputy County Attorney Senior – 07/01/12 – General Fund – Change in number of hours
5. Karen Miller – Public Fiduciary – From Fiduciary Services Specialist – To Fiduciary Services Specialist Senior – 05/21/12 – General Fund

Request Permission to Post:

6. Board of Supervisors – Temporary Laborer
7. Health and Emergency Services – Nutrition Services Manager – Position Vacated by Ursula Donovan

4N. Acknowledgment of contracts under $50,000, which have been approved by the County Manager for the weeks of May 5, 2012 to May 11, 2012, and May 12, 2012, to May 18, 2012

Copies of the contract reports are permanently on file in the Board of Supervisors' Office.

4O. Approval of finance reports/demands/transfers for the weeks of May 29, 2012, and June 5, 2012.

May 29, 2012

$1,930,010.22 was disbursed for County expenses by check numbers 245885 through 246076.

June 5, 2012

$495,157.38 was disbursed for County expenses by check numbers 246077 through 246194. **(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 4A through 4O.

Item 5 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(G), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.

Don Ascoli, a resident of Payson and Chairman of the Gila County Planning and Zoning Commission, stated that he has taken an interest in a section of land near Roosevelt Lake known as Lakeview Park, where the full-time and part-time residents of 160 trailers/mobile homes have been trying to come to a resolution with the U.S. Forest Service on keeping their property. He has been working with the residents and in communication with Supervisor Pastor. He advised that the residents of the homeowners association have been working on a video to try and tell their story. Mr. Ascoli stated that he understands at least one meeting has been held with the U.S. Forest Service to try to resolve the issue. He inquired if the Board could provide an update on this issue. He also extended his appreciation for the County's efforts towards resolving this issue and helping these residents and participators in Gila County, and "the impact they have in not only our economy, but just the fact that they are good neighbors and good citizens."

Item 6 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

Each Board member and the County Manager presented information on current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 12:35 p.m.

APPROVED:

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Tommie C. Martin, Chairman

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: June 19, 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); Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; and Marian Sheppard, Chief Deputy Clerk.

Item 1 – Call to Order

The Gila County Board of Supervisors met in an emergency session at 2:45 p.m. this date in the Board of Supervisors hearing room.

Item 2 - Information/Discussion/Action to adopt Resolution No. 12-06-07 declaring a state of emergency in Gila County due to the occurrence of the Poco Fire located 6 miles northeast of Young, Arizona.

Prior to the beginning of this meeting, each Board member was apprised of the status of the Poco Fire. Chairman Martin read aloud the Resolution into the record and then asked for a motion. Upon motion by Vice-Chairman Dawson, seconded by Supervisor Pastor, the Board unanimously adopted Resolution No. 12-06-07 declaring a state of emergency in Gila County due to the occurrence of the Poco Fire. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 2:50 p.m.

APPROVED:

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Tommie C. Martin, Chairman

ATTEST:

_____
Marian Sheppard, Chief Deputy Clerk

ARF-1284 **5- O**

Regular BOS Meeting

Meeting Date: 06/26/2012

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 5-25-12,6-1-12, and 6-8-12

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 5-25-12, 6-1-12, and 6-8-12

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of May 19, 2012, to May 25, 2012; May 26, 2012, to June 1, 2012; and June 2, 2012, to June 8, 2012.

Attachments

County Manager Approved Contracts Under $50K for Weeks Ending 5-25-12, 6-1-12, 6-8-12

La Casa Bella Builders LLC Agreement 050812

GFI Acoustics, Inc Agreement 042712

Sun Devil Fire Requipment Inc. Agreement 042312

Noble Building LLC Agreement 050412

GR's Buff-n-Shine Agreement 051012

Stantec Consulting Services Inc Agreement 042912

DalMolin Excavating Inc Agreement 051112

First Choice Glass & Mirror Agreement 050712

Lin-Cum Inc Agreement - Treasurer

Lin-Cum Inc Agreement - Superior Court

Commercial Refrigeration Service Agreement 051512

Christine McCown, RN Agreement

EagleLIFT Inc Agreement 052112

Grammater Electric Inc Agreement 052212

National Corporate Builders of AZ Agreement 052412

Pueblo Mechanical & Controls Inc Contract 09D-0716

Digital Imaging Systems - Maintenance Agreement

Norment Security Group Inc Agreement 053012
Lin-Cum Inc Agreement - Clerk of Board

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

May 19, 2012, to May 25, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
050812 La Casa Bella Builders LLC	Michaelson Building Window Replacement	$29,222.95	5-23-12 to 6-15-12	5-23-12	Expires	Labor and material for repair and replacement of the windows on the 2nd floor of the Michaelson Building.
042712 GFI Acoustics, Inc.	Courthouse 3rd Floor Acoustical Ceiling Replacement	$4,901.63	5-23-12 to 6-30-12	5-23-12	Expires	Labor and material for the replacement and installation of the acoustical ceiling for the Courthouse 3rd floor Superior Court Administration areas.
042312 Sun Devil Fire Equipment Inc.	Fire Extinguisher Inspection for Southern Gila County	$3,500.00	5-1-12 to 4-30-13	5-23-12	Renewable for 2 more 1yr terms	Annual fire extinguisher inspections for @ 254 extinguishers in Southern Gila County. Will also perform repair and maintenance as needed.
050412 Noble Building LLC	Weatherization Project HH5220	$6,836.48	5-23-12 to 6-30-12	5-23-12	Expires	Construction to complete Community Service weatherization project HH5220.

May 26, 2012, to June 1, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
051012 GR's Buff & Shine	Juvenile Detention Center Floor Maintenance	$1,307.00	5-30-12 to 6-30-21	5-30-12	Expires	Labor and material to strip and wax the floors at the Juvenile Detention Center.
042912 Stantec Consulting Services Inc	Pole Barn Infill for Tire Storage	$3,000.00	5-30-12 to 7-31-12	5-30-12	Expires	Consultant will prepare the Architectural, Structural, and Electrical Discipline for the construction documents/plans for pole/tire barn at the new shop building
051112 DalMolin Excavating, Inc	Truck Tractor with Belly Dump & Driver	$25,000.00	5-30-12 to 6-15-12	5-30-12	Expires	Truck tractor with belly dump and driver to all regrind material for the Cooper Hills Road repair project.

050712 First Choice Glass & Mirror	Judges Chambers Security Glass Install – 3rd Floor	$12,105.35	5-30-12 to 6-30-12	5-30-12	Expires	Labor and material to install security glass doors/windows for at the south side of the courthouse 3rd floor judge's chambers.
- Lun-Cum, Inc.	Archival Vault Document Storage	$4,701.00	7-1-12 to 6-30-13	5-30-12	Expires	Treasurer's Office vault storage service for 12 months.
- Lin-Cum, Inc.	Archival Vault Document Storage	$8,628.72	7-1-12 to 6-30-13	5-30-12	Expires	Superior Court vault storage service for 12 months.
051512 Commercial Refrigeration Service	Ice Machine Installation	$4,699.98	5-30-12 to 6-30-12	5-30-12	Expires	Installation of Manitowoc Model RN0408A ice machine and storage bin at Facilities/Sign Shop Building.

June 2, 2012, to June 8, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
041412 Christine McCown, RN	Community Health Nurse	$11,900.00	7-1-12 to 6-30-13	6-6-12	Renewable for 2 more 1yr terms	Payson community health nursing in accordance with the AZ Dept. of Health Services for Gila County.
052112 EagleLift, Inc	911 Dispatch Office Foundation Repair	$5,500.00	6-6-12 to 7-31-12	6-6-12	Expires	Construction to stabilize the foundation for the Globe 911 Dispatch Office.
052212 Grammater Electric, Inc.	Electrical Box Installation	$4,650.00	6-6-12 to 6-30-12	6-6-12	Expires	Installation of an electrical box to provide power to the Payson SO communication/radio equipment room and a/c.
052412 National Corporation Builders of AZ	Star Valley Yard Elections Building Repair	$3,900.00	6-6-12 to 7-31-12	6-6-12	Expires	Construction to remove rolling steel service door from the old shop and reinstall at the new shop location on Besich Blvd.
09D-0716 Pueblo Mechanical & Controls Inc.	Courthouse IT Room HVAC Installation	$14,744.74	9-2-11 to 9-1-12	6-6-12	Expires	Installation of 2 new Mitsubishi HVAC systems to provide adequate cooling and 100% redundancy for the IT room in the Globe Courthouse.
- Digital Imaging System	Panasonic DP-1820e Maintenance Agreement	$560.00	5-1-12 to 4-30-13	6-6-12	Expires	Animal Control Office copier maintenance for one year term.

053012 Norment Security Group Inc.	Correctional Lock Maintenance and Repair	$20,000.00	6-6-12 to 7-31-12	6-6-12	Expires	Labor and consumable material to refurbish over 100 electrically controlled correctional locks at Globe jail.
- Lin-Cum Inc.	Document Conversion Services	$0.041	6-6-12 to 9-14-12	6-6-12	Expires	Amendment to increase the cost of per document microfilming from $0.029 to $0.041.

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. 050812

WINDOW REPLACEMENT - MICHAELSON BUILDING

THIS AGREEMENT, made and entered into this 23rd 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.

Contractor shall provide for the labor and material to repair and install new windows on the 2nd floor of the Gila County Michaelson Building at 149 South Broad Street, Globe. All work must be performed in conformance with industry standards and best practices.

Window Specifications:

- MI Energycore 150 Single Hung Dual Pane or approved equal.
- New window frame color shall match existing mill work as close as possible.

Scope of Work:

- Replace old windows with above specified window.
- Replace all damaged/rotten wood frames and mill work.
- Paint or stain new frames and mill work to match existing work.

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 the **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 the **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."

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 July 15, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$29,222.95** 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, Service Agreement No. 050812 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: 5/23/12

LA CASA BELLA BUILDERS, LLC

Signature

Date: 5-16-12

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. 042712

ACOUSTICAL CEILING TILE REPLACEMENT
COURTHOUSE 3RD FLOOR SUPERIOR COURT

THIS AGREEMENT, made and entered into this 23rd day of May, **2012**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and **GFI Acoustics, Inc**, of the City of Mesa, 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 and Land Manager or designee. All work must be performed in conformance with industry standards and best practices.

Project Location: Gila County Courthouse, 3rd Floor
Superior Court, Administrative Areas
1400 East Ash Street, Globe, Arizona

Contractor shall provide for the labor and material to remove and replace the old acoustical tiles of the 3rd floor Superior Court Administrative Areas per "Attachment A" floor plan.

Work under this contract shall be in accordance with the pertinent codes as adopted by the Gila County building code ordinance, as amended October 23, 2007. A copy of the ordinance may be obtained by the Building Safety Department by calling (928)402-8513.

Specifications

Tile Type:	CertainTeed BQCL-224 or approved equal (Most areas have 6" fiberglass insulation above the ceiling tile.)
Tile Size:	2x4
Area:	*Approximately 1,900 sq ft

Work Hours

- All work on the project shall be performed after hours from 7:00 pm to 6:00 am or weekends.
- Contractor shall have all work material removed from project area by 6:00 am in order for county employee's to begin work.

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."

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 terminates June 30, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 4,901.63** 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, Service Agreement No. 042712** 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: 5/23/12

GFI ACOUSTICS, INC.

Contractor Signature

WILLIAM LOMMORS

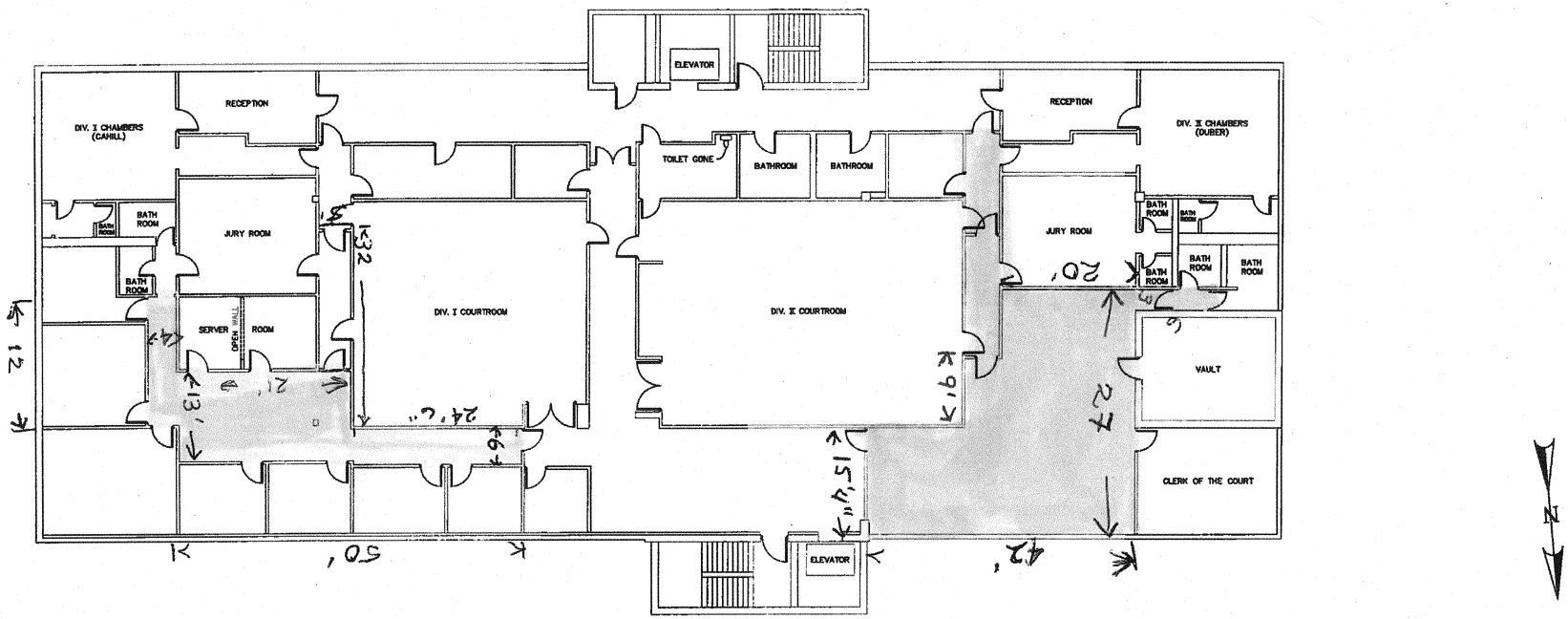
Print Name

Date: 5-10-2012

APPROVE AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

ATTACHMENT "A"



THIRD FLOOR

SCALE - 1/8"=1'-0"

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
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GILA COUNTY
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Don E. McDaniel Jr., County Manager
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Joseph T. Heatherly, Finance Director
Phone (928) 425-3231 Ext. 8743

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

SERVICE AGREEMENT NO. 042312

FIRE EXTINGUISHER INSPECTIONS
SOUTHERN GILA COUNTY

THIS AGREEMENT, made and entered into this 23rd day of May, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Sun Devil Fire Equipment, 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.

Scope of Work

The contractor shall provide for the annual fire extinguisher inspection of the estimated 254 fire extinguishers located at Gila County facilities in Southern Gila County. The quantity may vary during the term of the agreement as extinguishers may be removed and others added at different locations depending on the needs of the County. At no time during the agreement shall the contractor remove or add any equipment without receiving prior approval of the County Facilities Manager.

The contractor shall also provide for any necessary repair and maintenance of said fire extinguishers. If at any time during the term of the agreement an extinguisher needs to be replaced the contractor must notify the Facilities Manager or designee prior to replacement.

See attached ***Exhibit "A"*** by mention made a binding part of this agreement as set forth herein for fire extinguisher replacement costs.

Contractor Fee's

See attached Exhibit "A"

- Annual Inspection Service $6.25 – County Discount of $1.25 **= $5.00 per extinguisher**

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."

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 **May 1, 2012,** and continue in full force and effect up through and including **April 30, 2013**, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the agreement for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid per the fee schedule as stated in Article 1, but in no event shall payment exceed **$ 3,500.00** 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. 042312 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: 5/23/12

SUN DEVIL FIRE EQUIPMENT, INC.

Signature

DAVID N. COX

Print Name

Date: 5/10/12

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

EXHIBIT "A"

Sun Devil Fire Equipment, Inc.

SERVICE · SUPPORT · SUCCESS · SPIRIT

Phoenix 623-245-0636 • Prescott 928-775-4455 • Flagstaff 928-779-9100 • Tucson 520-792-9911

Corporate office: 2929 W. Clarendon Ave., Phoenix, AZ 85017

Phone: 623-245-0636 or 800-536-3845 • Fax: 602-495-9291 or 800-495-9291

Website: www.sundevilfire.com • Email: service@sundevilfire.com

Date: February 8, 2012

Thank you for the opportunity to submit a proposal for the fire equipment protection needs of Gila County

- **ANNUAL FIRE EXTINGUISHER INSPECTION ALL SIZES AND TYPES PER NFPA 10: $6.25**
- **DISCOUNT: Staged at a designated location by Gila County staff at each facility: $5.00**

Approximately 254 fire extinguishers *(Based on the number of fire extinguishers service in 2011.)*

Annual maintenance performed at last year's cost of $6.25: $1587.50

Annual maintenance performed at discount price cost of $5.00: $1270.00

Any fire extinguisher requiring additional service will not be charge the annual maintenance fee. All service except Hydrostatic testing will be done in the Globe location.

Dry Chemical:	Recharge	6-year Maintenance	Hydrostatic Test (12 year cycle)
2.5lb DC	$22.00	$22.00 (includes dry chemical)	$26.00 (plus recharge)
5lb DC	$25.00	$25.00 (includes drychemical)	$26.00 (plus recharge)
10lb D	$26.30	$26.30 (includes dry chemical)	$28.00 (plus recharge)
20lbDC	$30.95	$30.95 (includes dry chemical)	$28.00(plus recharge)

Co2	Recharge	Hydrostatic Test Required every 5 years
5lb (includes Co2)	$32.50	$19.00 (plus recharge)
10lb (includes Co2)	$39.00	$19.00 (plus recharge)
15lb (includes Co2)	$51.50	$19.00 (plus recharge)
20lb (includes Co2)	$70.25	$21.00 (plus recharge)

New Fire Extinguishers:	AMEREX	ANNSUL
2.5lb DC	$42.00	$44.00
5LB DC	$53.00	$55.00
10LB DC	$94.00	$97.00
20LB DC	$177.00	$192.00

The above pricing is not all-inclusive; they only reflect the basic system service charges. Additional cost for new parts, equipment, labels, labor and taxes may be required.

TERMS NET 30 – Already existing account **MASTERCARD / VISA**

**Cheryle Mariscal * (928)812-4541 * cmariscal@sundevilfire.com **

Authorized Signature_____

Note : This proposal may be withdrawn by us if not accepted within 45 days All Proposed work/price is contingent upon approval of authority having jurisdiction. We propose hereby to furnish material and labor—complete in accordance with above specifications.

Let our #1 team protect your #1 team!

Statewide Service

ROC #: L-16-031562 • L-67-090313 • L-05-095651

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

Michael A. Pastor, District II
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(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III
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(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. 050412
WEATHERIZATION PROJECT NO. HH5220

THIS AGREEMENT, made and entered into this 23rd day of May, **2012**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Noble Building LLC**, of the Town of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of Weatherization Project HH5220, 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 June 30, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 6,836.48** 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. 050412 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: 5/23/12

NOBLE BUILDING LLC

J. Byron Tanenhaus

Date: 5/9/12

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

EXHIBIT A

NOBLE BUILDING, L.L.C.
236 W. Thompson Road
PAYSON, AZ 85541

Invoice

Invoice #	Date
1110	5/1/2012

Bill To

Project HH5220

Description	Amount
#1 - Permits and fees	0.00T
#2 - Alternates and suggestions	0.00T
#3 - Performance	0.00T
#4 - All lead work	0.00T
#5 - Low cost no cost measures	250.00T
#6 - Infiltration	1,080.10T
#7 - Install duct insulation	120.00T
#8 - Blown Fiberglass, Open attic (R-38)	1,800.00T
#9 - Fiberglass Mobile home belly insulation (R-19)	0.00T
Unable to insulate under side of home due to lack of space, poor framing methods and insulation contractor said no.	
#10 - Install Storm windows	2,400.00T
Unable to meet $15 per square foot. Windows alone cost more than $15 per square foot	
#11 - Install evap cooler	600.00T
#12 - Install water heater T&P	180.00T

Thank you

Subtotal	$6,430.10
Sales Tax (6.32%)	$406.38
Payments/Credits	$0.00
Balance Due	$6,836.48

Phone # (928) 478-0059 Fax # (928) 478-4514 noblebuildingllc@yahoo.com

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

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Joseph T. Heatherly, Finance Director
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FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 051012

JUVENILE DETENTION CENTER FLOORS STRIP & WAX

THIS AGREEMENT, made and entered into this 30th day of May, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **GR's Buff-N-Shine**, 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 and by a Certified Contractor in good standing.

Scope of Work

Contractor shall provide all labor and material to strip and wax the floors in the Gila County Juvenile Detention Center at 1425 E. South Street, Globe, Arizona.

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."

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 agreement shall take affect date signed by County Manager and shall terminate on June 30, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contactor shall be paid a flat fee of **$1,307.00** for completion of the project outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 051012 *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: 5/30/12

GR'S BUFF-N-SHINE

William Rocha

Date: 5-15-12

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

G.R.'s BUFF-N-SHINE
William Rocha (928) 812-5128
P.O. Box 1708
Claypool, Arizona 85532

Invoice #_____
Invoice Date_____

Client Name: Gila Co. Juvenile Detention Center
Address: 1425 E. South St.
Globe AZ 85501

Item Description	Unit Price	Qty.	Amount
Strip & wax	.50/sqft	2516	$1258.00
Kitchen	.50/sqft	99	$49

Total	$1307.00
Amount Paid	
Balance Due	

Invoice Notes:
* to add Kitchen area

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 CONSULTING SERVICE AGREEMENT NO. 042912

POLE BARN INFILL FOR TIRE STORAGE

THIS AGREEMENT, made and entered into this 30th day of May, **2012**, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Stantec Consulting Services, Inc.**, of the City of Tucson, State of Arizona, hereinafter designated the Consultant.

WITNESSETH: The Consultant, 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 for the architectural, structural, electrical design services for the County Public Works Pole Barn Infill for Tire Storage.

The Consultants scope includes preparation of construction documents to provide exterior walls infilling the western most bay of the Pole Barn Building and the relocation of an existing roll-up door to north wall of the new infill. The Consultant anticipates providing 75% and 100% submittals. The Consultant will include one site visit during design to verify existing conditions. Bid period and construction will be negotiated at the completion of the bidding period.

Scope of Work

- Architectural Discipline
  - Provide a building code review analysis and construction documents to infill the western most bay of the Pole Barn Building, making an enclosed room for bulk tire storage (less than 6 feet high, not high-pile storage). The existing wall between the vehicle wash bay and the western most building bay will be extended up to the roof deck. The northern opening on the western most bay will receive a new wall infill which will include a man door and a relocated roll-up door (16'w x 14'h opening).
  - Office consultation during the bidding process is included.
  - Shop drawing review is excluded.

- Structural Discipline
  - Provide structural engineering design and contract documents for framed opening and support of relocated roll-up door.
  - Office consultation during the bidding process is included.
  - Shop drawing review is excluded.

- Electrical Discipline
    - The Consultant will provide power for the electrically operated roll-up door to be relocated from the existing metal building to the barn.
    - Office consultation during the bidding process is included.
    - Shop drawing review is excluded.

Schedule

Preparation of the construction documents will be completed within four (4) weeks of the County notice to proceed.

Clarifications / Assumptions

1. An Opinion of Probable Construction is not included in the proposal.
2. A project manual will not be provided (i.e. book specifications including bidding and technical information). Any required technical specification information will be provided in the drawings.
3. Preparation and processing of permit applications to be completed by the County.
4. Design progress meeting minutes by the County, construction progress meeting minute preparation is not included in this agreement.
5. Project coordination on site during construction is not in this proposal.
6. Attendance on site by the Consultant representative more than times stated in the scope of work above during design and construction process will be billed as a reimbursable at the Consultants standard billing rate in effect at the time the work is completed.
7. The Consultant CAD Drawing Layering Standards will be used.

Deliverables

At each submittal, 75% and 100%, the Consultant shall provide an electronic PDF copy for printing by others. Bond sets will not be provided.

Consultant Fee

The Consultant will provide the architectural and engineering design for a lump sum fee of Three Thousand Dollars ($3,000.00).

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the 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."

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 July 31, 2012.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$3,000.00** for completion of the project outlined in the Scope of Services approve.

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. 042912**, 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: 5/30/12

STANTEC CONSULTING SERVICES, INC.

Signature

PRINCIPAL

Title

Date: 18MAY12

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

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

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

SERVICE AGREEMENT NO. 051112

COPPER HILLS ROAD MAINTENANCE

THIS AGREEMENT, made and entered into this 30th day of May, **2012**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and **DalMolin Excavating, Inc.**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Roads Department Manager or designee

Scope of Service

Contractor shall provide a truck tractor with belle dump and driver to haul milling (ripped asphalt) from the Russell Gulch Landfill location to Copper Hills Road for road repair and maintenance.

All work shall be performed in conformance with industry standards and best practices.

Contractor Fees

Cost for truck and driver shall be calculated per day from the time the equipment receives its first load of milling at Russell Gulch until it dumps its last load of milling at Copper Hills Road.

Daily Truck Rate with Driver: $946.90 x 3 trucks = $2,840.70 per day
$2,840.70 per day x 8 days = $22,725.60 + tax = $25,000.00

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 – INDEMNIFICATION: The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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. Contractor is free to purchase such additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

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

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

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

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to 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 Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract shall be sent directly to the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 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 15, 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 **$ 25,000.00** without prior written approval of 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. 051112** 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: 5/22/12

DALMOLIN EXCAVATING, INC.

Contractor Signature

Sy Tomerlin
Print Name

Date: 5/16/12

APPROVE 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. 050712

SECURITY WINDOW INSTALLATION
COURTHOUSE 3RD FLOOR JUDGES CHAMBERS

THIS AGREEMENT, made and entered into this 30th day of May, **2012**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and **First Choice Glass & Mirror**, of the City of Apache Junction, 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.

Project Location: Gila County Courthouse
3rd Floor, Superior Court
1400 East Ash Street, Globe, Arizona

Scope of Work

Contractor shall provide for the labor and material to install security storefront glass doors/windows on the south side of the Courthouse 3rd floor judges chambers.

See attached "*Exhibit A*" by mention made a binding part of this agreement as set forth herein.

Work under this contract shall be in accordance with the pertinent codes as adopted by the Gila County building code ordinance, as amended October 23, 2007. A copy of the ordinance may be obtained by the Building Safety Department by calling (928)402-8513.

Contractor Fees

See attached "*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."

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 terminates June 30, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 12,105.35** 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, Service Agreement No. 050712** 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: 5/31/12

FIRST CHOICE GLASS & MIRROR

Contractor Signature

TOM KELLY

Print Name

Date: 5/11/12

APPROVE AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

EXHIBIT A

FIRST Choice GLASS & MIRROR

P.O. Box 4648, Apache Junction, AZ 85278
Gilbert 480-558-5356 Mesa 480-610-6724
Apache Junction 480-983-1151, Fax 480-983-7578
Fed ID# 86-1034263

INV. #	WD033783	DATE	05/07/2012
CUST. #	9284024368	SALE TYPE	FC11
CUST. P.O.		SOLD BY	
FED. TAX #		INSTL. BY	

FED ID# 861034263

GILA COUNTY
1400 E ASH ST
GLOBE, AZ 85501

928-402-4368

YEAR		MAKE		POLICY #			
MODEL		BODY STYLE		AUTHORIZED BY			
LIC. #		V.I.N.		CLAIM CODE		LOSS DATE	04/16/12
HOME PHONE	(928) 402-4368	BUS. PHONE	() -	DAMAGE/ CAUSE			

QT.	PART	DESCRIPTION	BLOCK SIZE	LIST	PRICE	TOTAL
2	FLAT	ROTON HINGES / FLIP DOORS		225.00	225.00	450.00
2	FLAT	DOORS & SIDE LITES ENTRANCE		2500.00	2500.00	5000.00
12	FLAT	ONE WAY GLASS / LAMINATED		350.00	350.00	4200.00
1	LABOR	labor, 0.00 hours flat rate		1500.00	1500.00	
0		DUAL PANE GLASS		0.00	0.00	0.00
0		TEMPERED WHERE NEEDED		0.00	0.00	0.00
0		BRZ METAL & CAULKING		0.00	0.00	0.00
0		SURFACE MTN CLOSERS		0.00	0.00	0.00
0		DOORS OPEN OUT		0.00	0.00	0.00
WED AM						

INSTRUCTIONS

NO HIGH PRESSURE CAR WASH IN 48 HOURS
REMOVE TAPE IN 48 HOURS

VIN #

Subtotal	9650.00
~~Labor~~	~~1500.00~~
STATE	636.90
COUNTY	106.15
CITY	212.30
Total	12105.35
Balance	12105.35

SPECIAL INSTRUCTIONS

All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission.
All merchandise returned for credit, refund or exchange must be in resaleable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass. Terms of payment are 30 days from invoice date. A service charge of 10% per month (% annum) will be added to past due accounts.

RECEIVED BY:

The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorized my Insurance Company to pay the "Above named Repair / Glass Company" directly for the glass and installation charges or repairs.

Confidential

LIN-CUM, INC.
3020 W. Windsor
Phoenix, AZ 85009
(602)233-1230
(800)224-1230
Fax (602)233-1393
e-mail lincum@lincum.com
Hi-speed download: chuckc1@cox.net

SERVICES CONTRACT

LIN-CUM, INC., an Arizona Corporation with Federal Tax I.D. #86-0458048 (hereinafter referred to as LIN-CUM), located at 3020 W. Windsor Ave. in Phoenix, Arizona, herein agrees to perform the services described in the paragraphs below.

This agreement is made between LIN-CUM, INC. and Gila County Treasurer; 1400 E. Ash, Globe, Arizona 85501, herein referred to as "The Client". The terms, conditions, and pricing stated herein may be applied to the same or similar projects performed for other departments or facilities of Cochise County under this same agreement. However, any dissimilarities in content, sizes or procedures to be employed may require additional evaluation and/or altered pricing for those projects.

Terms and conditions of this agreement shall remain in effect for a period of twelve (12) months. The agreement may be extended for additional twelve (12) month periods, or until terminated by either party by written notice 30 days prior to such termination. However, pricing is subject to change at the end of each twelve (12) month period.

Charges shown shall remain in effect for a twelve (12) month period. Unit pricing shown shall prevail, regardless of volumes for each department serviced.

Archival Storage Facility Structure & Security:
o 14,000 sq. ft. High Security Facility
o 24X7X365 Operation
o Solid Concrete Floor (8")
o Steel reinforced 8", Back Filled Concrete Block Construction
o Three (3) Physical Zones Separated by Demising Walls
o Perimeter Locked; anti-Climb Fencing with Controlled Access
o Fully Alarmed, Separate Alarm Zoning
o Interior Doors 12 Gauge Steel: 2 Hour Rated; 1200lb Self-Closing Locks
o Ingress/Egress monitored 24X7X365
o Temperature and Humidity Controlled per Regulatory Specifications
o HVAC systems controlling all vaults are designed to maintain the
following conditions:

Confidential

- Temperature@50-75 Degrees Fahrenheit
- Humidity@20-40 %Relative Humidity
- Facility HVAC systems are designed to require approximately 45% of its available capacity to maintain these levels.

o Propane based UPS system

I. APPLICATIONS:

Archival storage of records media

II. PROPOSED PROCEDURES – OPTIONS:

Inventory media to be vault-stored
Package and store in 22 Gauge 12X24X6 Original Microfiche Container and/or in 22 Gauge 16X13Xll Original Roll Film Container; container load factor will not exceed 50 lbs.
ID and bar-code the containers and contents
Secure the containers with pre-numbered cable ties
Catalog and track all bar-coded carriers, descriptions and cable tie numbering The HVAC systems controlling archival vaults are designed to maintain the following conditions:

- Temperature@50-75 Degrees Fahrenheit
- Humidity@20-40 %Relative Humidity

III. UNIT PRICING:

	Microfiche	Roll film	CD-R	DVD
Initial inventory, barcode and storage Including container	$14.00	$14.00	$14.00	$14.00
Annual storage charge	$76.80/K	4.20	12.50	12.50
Pull Charge (Normal Business Hours; 2 Hour Turnaround)	24.00	24.00	24.00	24.00
Return to storage	NC	NC	NC	NC
Copy and fax charge; per page	.50	.50	.50	.50
Scan, zip and email, including Encryption*	.25	.25	.25	.25

* Decryption sent in separate communication
** Plus applicable sales taxes, and shipping and handling charges if required
*** Sales taxes added to all charges

IV. TURNAROUND PROPOSED

Requests will be responded to within 2 hours, during normal business hours

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V. DATA PROTECTION/LIABILITY ASSUMPTION

LIN-CUM, INC. is liability-insured for coverage amounts in compliance with the requirements of the State of Arizona agencies. All LIN-CUM employees are bonded by Employee Agreement against dissemination or disclosure of confidential information.

VI. ARCHIVAL CERTIFICATION

Lin-Cum, Inc. is a certified Kodak Quality Control Lab. Methylene Blue testing (residual thiosulphate) is done routinely to insure archival quality. This testing is in compliance with Federal Regulations 1230, Sec. 36, ANSI/NAPM IT9.1-1992, and PH4.8-1985, (archival for >100 years minimum). This periodic assurance testing is normal procedure for which there is no additional charge.

LIN-CUM cannot certify archival quality of optical/laser disk-stored data, beyond that of the media manufacturers, which vary from 30-100 years. LIN-CUM suggests re-copying laser disk recorded data every five (5) years or less, thereby "restarting the clock" for another such period. This will ensure long-term preservation, until such time as archivability can be properly tested and assured throughout the industry. The Florida State Legislature, in 1997, accepted laser/optical disk as an archival solution, as long as they are recopied every 10 years.* Arizona State Supreme Court has also approved procedural use of CD/OD for archiving their court files with this recopying procedures, or recopied during technology migration, whichever comes first.**

*** Florida State Legislature ruling as reported in *Imaging Magazine*, October 1997.**

**** LIN-CUM participated in reviewing and inputting to the Arizona State Supreme Court standards and procedures, adopted in 1998; http://www.supreme.state.az.us/cot/Standards/Standards_default.htm**

VII. TERMS

Quarterly invoices will be submitted for all storage and retrieval charges. Each invoice will bear the Contract Number or Purchase Order Number, and will itemize the charges for services provided during the period, for accounting purposes. Payment of the invoice is due within 30 days from the invoice date.

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This agreement will become effective on July 1, 2012, and shall remain in force for a period of twelve (12) months. The agreement may be extended for up to twelve (12) months by mutual agreement of LIN-CUM, INC. and The Client. However, either party may terminate this Agreement by providing the other party at least thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach.

This agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to LIN-CUM's provided services. The client hereby affirms that this agreement is not entered into in reliance upon any representations at variance with the terms of this agreement as set forth herein. This agreement may be executed on behalf of LIN-CUM only by an authorized officer/representative of LIN-CUM, INC.

Any attachments hereto are incorporated as though fully set forth herein, and become a part of this agreement. See Attachment "A".

IN WITNESS WHEREOF, the parties hereby execute and approve this agreement as to form and content in its entirety:

LIN-CUM, INC. ACCEPTANCE:

By Charles Cummins Jr.
Charles C. Cummins, Jr.
Title Vice President –Client Servicing

Date 5-14-2012

CLIENT ACCEPTANCE:

By Don E McDaniel Jr.
Don E. McDaniel Jr.,
Title County Manager

Date 5/30/12

APPROAVED AS TO FORM:

Bryan Chambers, Chief Deputy County Attorney
For Daisy Flores, County Attorney

Confidential

ATTACHMENT "A"

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

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

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

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

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

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

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LIN-CUM, INC.
3020 W. Windsor
Phoenix, AZ 85009
(602)233-1230
(800)224-1230
Fax (602)233-1393
e-mail lincum@lincum.com
Hi-speed download: chuckc1@cox.net

SERVICES CONTRACT
ARCHIVAL VAULT-STORAGE

LIN-CUM, INC., an Arizona Corporation with Federal Tax I.D. #86-0458048 (hereinafter referred to as LIN-CUM), located at 3020 W. Windsor Ave. in Phoenix, Arizona, herein agrees to perform the services described in the paragraphs below.

This agreement is made between LIN-CUM, INC. and Gila County Superior Court_____, herein referred to as "The Client". The terms, conditions, and pricing stated herein may be applied to the same or similar projects performed for other departments under this same agreement. However, any dissimilarities in content, sizes or procedures to be employed may require additional evaluation and/or altered pricing for those projects.

Terms and conditions of this agreement shall remain in effect for a period of twelve (12) months. The agreement may be extended for additional twelve (12) month periods, or until terminated by either party by written notice 30 days prior to such termination. However, pricing is subject to change at the end of each twelve (12) month period.

Charges shown shall remain in effect for a twelve (12) month period. Unit pricing shown shall prevail, regardless of volumes for each department serviced.

Archival Storage Facility Structure & Security:
o 14,000 sq. ft. High Security Facility
o 24X7X365 Operation
o Solid Concrete Floor (8")
o Steel reinforced 8", Back Filled Concrete Block Construction
o Three (3) Physical Zones Separated by Demising Walls
o Perimeter Locked; anti-Climb Fencing with Controlled Access
o Fully Alarmed, Separate Alarm Zoning
o Interior Doors 12 Gauge Steel: 2 Hour Rated; 1200lb Self-Closing Locks
o Ingress/Egress monitored 24X7X365
o Temperature and Humidity Controlled per Regulatory Specifications
o HVAC systems controlling all vaults are designed to maintain the following conditions:

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- Temperature@50-75 Degrees Fahrenheit
- Humidity@20-40 %Relative Humidity
- Facility HVAC systems are designed to require approximately 45% of its available capacity to maintain these levels.

o Propane based UPS system

I. APPLICATIONS:

Archival storage of records media

II. PROPOSED PROCEDURES – OPTIONS:

Inventory media to be vault-stored

Package and store in 22 Gauge 12X24X6 Original Microfiche Container and/or in 22 Gauge 16X13Xll Original Roll Film Container; container load factor will not exceed 50 lbs.

ID and bar-code the containers and contents

Secure the containers with pre-numbered cable ties

Catalog and track all bar-coded carriers, descriptions and cable tie numbering The HVAC systems controlling archival vaults are designed to maintain the following conditions:

- Temperature@50-75 Degrees Fahrenheit
- Humidity@20-40 %Relative Humidity

III. UNIT PRICING:

	Microfiche	Roll film	CD-R	DVD
Initial inventory, barcode and storage Including container	~~$14.00~~NC	~~$14.00~~NC	~~$14.00~~NC	~~$14.00~~NC
Annual storage charge	$76.80/K	4.20 ea.	12.50 ea.	12.50 ea.
Pull Charge (Normal Business Hours; 2 Hour Response)	24.00	24.00	24.00	24.00
Return to storage	NC	NC	NC	NC
Copy and fax charge; per page	.50	.50	.50	.50
Scan, zip and email, including Encryption*	.25	.25	.25	.25

* Decryption sent in separate communication

** Plus applicable sales taxes, and shipping charges if required

*** Sales taxes added to all charges

V. TURNAROUND PROPOSED

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Confidential

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LIN-CUM, INC. is liability-insured for coverage amounts in compliance with the requirements of the State of Arizona agencies. All LIN-CUM employees are bonded by Employee Agreement against dissemination or disclosure of confidential information.

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*** Florida State Legislature ruling as reported in *Imaging Magazine*, October 1997.**

**** LIN-CUM participated in reviewing and inputting to the Arizona State Supreme Court standards and procedures, adopted in 1998;**
http://www.supreme.state.az.us/cot/Standards/Standards_default.htm

VIII. TERMS

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This agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to LIN-CUM's provided services. The client hereby affirms that this agreement is not entered into in reliance upon any representations at variance with the terms of this agreement as set forth herein. This agreement may be executed on behalf of LIN-CUM only by an authorized officer/representative of LIN-CUM, INC.

Any attachments hereto are incorporated as though fully set forth herein, and become a part of this agreement. See Attachment "A".

IN WITNESS WHEREOF, the parties hereby execute and approve this agreement as to form and content in its entirety:

LIN-CUM, INC. ACCEPTANCE:

By Charles C. Cummins Jr.
Charles C. Cummins, Jr.
Title Vice President –Client Servicing

Date 5-14-2012

CLIENT ACCEPTANCE:

By Don E. McDaniel Jr.
Don E. McDaniel Jr.,
Title County Manager

Date 5/30/12

APPROAVED AS TO FORM:

Bryan Chambers, Chief Deputy County Attorney
For Daisy Flores, County Attorney

Confidential

ATTACHMENT "A"

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

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

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

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

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

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

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. 051512

ICE MACHINE INSTALLATION

THIS AGREEMENT, made and entered into this 30th day of May, **2012**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and **Commercial Refrigeration Service, 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.

Scope of Work

Contractor shall provide all labor and material to install a Manitowoc Model RN0408A Modular Nugget Ice Machine and Storage Bin at the Public Works Facilities/Sign Shop Building.

Contractor Fees

See attached "*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."

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 terminates June 30, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 4,699.98** 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, Service Agreement No. 051512** 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: 5/30/12

COMMERCIAL REFRIGERATION SERVICE, INC.

Contractor Signature

Christopher McDowell

Print Name

Date: 5/16/2012

APPROVE AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

EXHIBIT "A"

Commercial Refrigeration Service, Inc.

2501 W Behrend Drive Suite 39
Phoenix, AZ 85027-4148
(623) 869-8881
sales@icecubes.net

Distributors of Commercial Ice Systems

Manitowoc Ice-O-Matic Scotsman

Estimate

Date	Estimate #
05/15/2012	183000
	Exp. Date
	07/31/2012

Address
Gila County Facilities Management 725 North Rose Mofford Way Globe, AZ 85501

Ordered By
Nicole

Quantity	Description	Rate	Amount
1	• Manitowoc Model RN0408A Modular Nugget Ice Machine	3,018.00	3,018.00T
1	• Manitowoc Model B420 Ice Storage Bin	756.00	756.00T
1	• Standard Installation in Globe, AZ includes 10" 5 micron carbon block water filtration system	575.00	575.00

SubTotal	$4,349.00
Tax (9.3%)	$350.98
Total	$4,699.98

Accepted By: Accepted Date:

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 Street
Globe, AZ 85501

GILA COUNTY
www.gilacountyaz.gov

DIVISION OF HEALTH AND EMERGENCY SERVICES
5515 S. APACHE AVE, SUITE 300, GLOBE, AZ 85501

PROFESSIONAL SERVICE AGREEMENT 041412
COMMUNITY HEALTH NURSING

THIS AGREEMENT, made and entered into this 6th day of June, **2012**, by and between the Gila County Division of Health and Community Services, a political subdivision of the State of Arizona, hereinafter designated the **County,** and **Christine McCown, R.N.**, of the Town of Payson, County of Gila, State of Arizona, hereinafter designated the **Subcontractor.**

WITNESSETH: That the subcontractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Subcontractor shall provide Community Health Nursing, all in accordance with the Arizona Department of Health Services (ADHS) for Community Health Nursing Contract No. HP461413-014 and under the general direction of the Health Services Program Manager of the Office of Health. The Subcontractor acknowledges receipt of a copy of the ADHS Contract and understands and agrees that all services hereunder shall be provided in strict compliance with the ADHS Contract. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses.

Subcontractor Shall

- Provide the County a copy of current certifications and licensure requirements, current immunizations, current Cardio Pulmonary Resuscitation (CPR) Card, and copies of all classes and certifications necessary to fulfill responsibilities as the Community Health Nurse.
- Provide all tools necessary to perform the requirements of the contract except for patient charts.
- Provide the County a list of visits and all data necessary for the quarterly quality assurance reports monthly, along with the bill for services provided that month by the tenth (10th) day of the following month.
- Review charts and patient status no less than bi-monthly.
- Conduct home visits in Gila County including the Globe/Miami and Payson areas for the Newborn Intensive Care Program (NICP).
- Provide the County with a copy of current nursing license, current CPR Card, and copies of all classes and certifications necessary to fulfill responsibilities as the NICP Nurse.
- Attend trainings/meetings specific for NICP program as specified by the County and/or ADHS.

- Attend the annual site visit by the state.
- Follow all policies and procedures as defined by ADHS, NICP Program.

Independent Contractor

In providing services hereunder, the Subcontractor is an independent contractor. The Subcontractor shall not be deemed an employee of the County and shall not be entitled to any benefits provided to County employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the Subcontractor.

Reports and Records

The record on a client at the time of physical examination and all other client records shall be retained in the County Office of Health. The Subcontractor is familiar with all record-retention and confidentiality requirements set for in the ADHS Contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

Professional Licenses

The Subcontractor shall maintain in force throughout the term of this agreement any and all licenses, permits and accreditations required for the Subcontractor to provide services hereunder. The Subcontractor shall notify the County and immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.

ARTICLE 2 – FEES: All full and complete compensation for the services to be provided hereunder, the County shall pay to the Subcontractor for the following tasks, as defined in the NICP Policy and Procedure Manual, and as outlined in the following fee schedule. The fees below include mileage and per diem expenses. Total compensation to the Subcontractor shall not exceed $11,900.00 during the course of this agreement.

▪ Local Visits	$125.00 per visit
▪ Out-of-Town	$150.00 per visit
▪ Interim Visits	$ 75.00 per visit
▪ Shadow Visits	$ 75.00 per visit
▪ NICP/Training	$200.00 per day
▪ Newborn Screening Visits	$125.00 per visit

At the end of the first month this agreement is in effect and at the end of each month thereafter, the Subcontractor will submit to the County a demand in the amount of the monthly fee. Payment shall be made directly to the Subcontractor in accordance with the County's standard procedures for processing demands.

Invoices

All payment demands shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

ARTICLE 3 – TERMINATION: The Agreement shall terminate immediately and automatically upon the termination of the ADHS Contract for any reason. In addition, either party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other party. In addition, the District may terminate this Agreement upon written notice if the Subcontractor fails to cure any default in performance within ten (10) days after delivery of a written notice of default by the District.

ARTICLE 4 - INDEMNIFICATION CLAUSE: To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnities") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnities' shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

ARTICLE 5 – INSURANCE REQUIREMENTS: The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than $1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide the Office of Health with certificates of insurance evidencing all required policies and shall notify the Office of Health of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

ARTICLE 6 – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Subcontractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE 7 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Subcontractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Subcontractors. Any breach of Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach subjecting Subcontractor to penalties up to and including suspension or termination of this Contract.

"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 8 – 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 9 – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and A.R.S. § 35-391.06(A) the subcontractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration act and not on the Excluded Parties List.

ARTICLE 10 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE 11 – TERM: The term of the contract shall commence on July 1, 2012 and continue in full force and effect up through and including June 30, 2013, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE 12 – PAYMENT: Subcontractor shall be paid per the Fee Schedule in Article 2 of this agreement but in no event shall payment exceed **$ 11,900.00** for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Subcontractor. Purchase orders sent to the Subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

The subcontractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Subcontractor does not have a current W-9.

IN WITNESS WHEREOF, *Professional Service Agreement No. 041412 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: 6/6/12

SUBCONTRACTOR

Christine McCown, R.N.

Date: 5/11/12

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. 052112

911 DISPATCH OFFICE FOUNDATION REPAIR

THIS AGREEMENT, made and entered into this 6th day of JUNE, **2012**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and **EagleLIFT, Inc.**, of the City of Rancho Cucamonga, State of California, 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.

Scope of Work

The contractor will furnish all labor, materials, equipment, supervision, and contract administration to complete the following: Alterations to project located at, 1342 E. Monroe St., Globe, Arizona, 85501. All work must be performed in conformance with industry standards and best practices.

Uretek 486 is $10.00 per pound and per historical data the project has been estimated to require 550 lbs.
The contractor will drill 11 holes, 4 feet apart, and inject 50 lbs. of Uretek 486 in each hole.
If additional Uretek is needed for the project beyond the 550lbs estimated, it will be charged at $10.00 per lb.

URETEK DEEP INJECTION:

- Based off of the provided reports and/or inspection, URETEK 486 Deep Injection Method should be used to lift and stabilize the structure. The structure is a single level business structure used as a 911 call center. The far East end of the of the structure is vacant and the slab foundation is bare. The slab is cracked from the stress caused by settlement along the perimeter. Elevations recorded during inspection proved settlement of up to -1.4". Deep Injection of Polymer is needed to permanently stabilize the structure to prevent further cosmetic and possible future structural damage. The main focus of Deep Injection is permanent stabilization and to attain enough lift to relieve the stress from structural pull. The application will be done from the outer perimeter with zero excavation and completed in one day.
- Deep Injections will be placed along approximately 24 linear feet of the East wall and approximately 10 linear feet of both the North and the South adjoining walls to lift and mitigate further settlement. The injections will be placed on approximate 4' centers. The urethanes will be installed to a depth sufficient to stabilize the foundations. This depth is estimated to be between 3' and 7' levels, where the allowable soil bearing pressure is usually greater than 1000 pounds per square foot. The yield

compressive strength of the URETEK polyurethane 486 is about 60 psi (8600psf), according to test results obtained using ASTM D 1621. The grout is much lighter than soil, and generally weighs between about 3 and 5 lbs per cubic feet. Therefore, settlement of compressible soils below the grout generally does not occur. Typical allowable foundation bearing pressures of soil range from about 1000 psf to 2000 psf, which is less than 33% of the compressive strength of the grout.

- Resins used will be the Uretek 486 polymer resins. The expansion of these resins will consolidate base soils and underpin the immediate surrounding area of the treated footings to ensure all voids are filled and soils bearing capacity is improved.
- Due to the variables encountered within the soil and possible resistance from the structure, it is possible a full lift may not be achieved, however, the structure will be fully stabilized.
- The Contractor has no way of ascertaining the exact amount of Uretek 486 material required to affect the repair; however, this estimate is based on historical data. If the Contractor gets to the estimate and more material is required, they will notify the County of anticipated volumes, since the Contractors invoicing is based on actual quantities used. The cost for the additional product beyond the estimated 550 lbs. will not change and remain at $10.00 per pound. No additional work will be performed without prior approval of the County Facilities Manager or designee.

Contract may change based upon on the actual conditions noted when work is started. Assumptions are normal footings with no additions to footings that require additional work. This includes caissons, additional concrete, deep footings etc.

Lateral Movement

- The Contractor is not responsible for any lateral movement of the structure. The technology used by the Contractor deals only with the vertical movement of the structure required to bring it back to or near original grade. Lateral movement is usually caused by earthquakes or movement in hillside slopes slippage.

Contractor Provided Documents

A. Certificate of Insurance (COI) concerning Commercial Liability and Workers Compensation.
B. Drawings showing scope of work.
C. Warranty of Products (Contractor makes no other warranty, expressed nor implied, with respect to its performance, unless agreed to in writing.

County Responsibility

This is a construction project and although the Contractor will take appropriate precautions and work in a good and workmanlike manner, the County is responsible for any finish carpentry, painting, paneling, etc. that may be necessary after Contractor's foundation repair work is finished. Because this repair is a structured lift, it may cause some cracks to appear/reappear. This is to be expected and is not the responsibility of the Contractor to repair. The Contractor is not responsible for concrete replacement and finish work unless specified in the project description. Do not for 30 days from the repair date, construct, repair, mend or add any new items to the area of work. Sometimes there is settlement that happens after work has been completed and this allows time for everything to settle in place first, and then permanent repairs may be making without worry to that area.

When trenching and excavation is required, Contractor will backfill and tamp dirt to the best of its ability. However, the County may need to add more top soil at a later date if the area excavated settles. The County is also responsible for any landscaping, reseeding and resodding as the Contractor is not responsible for replacing affected landscaping unless specified in the project description.

Contractor calls "Diggers Hotline" to have all public underground utilities located. If the County lives at a rural address, public lines will only be located to the pole or the County's property line. The County is responsible for marking any private lines such as satellite dish cables, propane lines, sprinkler system lines, etc. The County assumes all responsibility for damages due to breakage of any hidden or unmarked fuel/utility/service/private lines, though Contractor will do its best to avoid such damage.

The County shall provide to the Contractor any and all 1-geotechnical and/or geological reports, 2-engineering reports, 3-bids, estimates or proposals for foundation, soils stabilization or work to be done similar to the work subject to this proposal or 4-plans or drawings relating to foundations, soils or structural components, that pertain to, or would affect or be affected by the work proposed to be done by the Contractor.
Engineering & Permits

- City permits, engineering plans or geotechnical reports are the responsibility of the County and the County shall pay all costs associated with these items upon the signing of the contract. The Contractor can assist the County in obtaining these items.
- Engineering and permitting costs are non-refundable as upon their completion, all documents are delivered to the County.

Contractor Fees

PRODUCT & SERVICE	PRICE
Full Engineering Report	N/A
Permit (Estimate does not include Special Inspection cost, if required by City)	N/A
Foundation Supportworks Push Piers	N/A
Uretek Method and Void Fill	N/A
Uretek Deep Injection (3' & 7' depths)	$5,500.00
EcSS3000 Expansive Clay Stabilization	N/A
Mobilization & Steel	N/A
TOTAL CONTRACT COST:	**$5,500.00**

PAYMENT SCHEDULE	
Full Engineering Report	
Permit (May alter per city s, does not include Special Inspections if required by City.)	N/A
Initial Down Payment	N/A
Materials delivered (Due upon delivery on first day)	N/A
Payment for completed work (Due with each labor completed daily)	N/A
Payment is due in full, net 30, when work is completed	$5,500.00

Change Order Work:

- 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.
- Any additional material or work required beyond the original scope of work guidelines will result in a change order presented to the County by the Contractor.
- All change orders will be completed as an amendment to the agreement and require Contractor and County Manager signature.

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 July 31, 2012, unless otherwise extended by both parties.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid pursuant to the fee schedule stated in Article 1 of this agreement but in no event shall payment exceed **$5,500.00** 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

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. 052112****, 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: 6/6/12

EAGLELIFT, INC.

Authorized Signature

Cliff Frazao

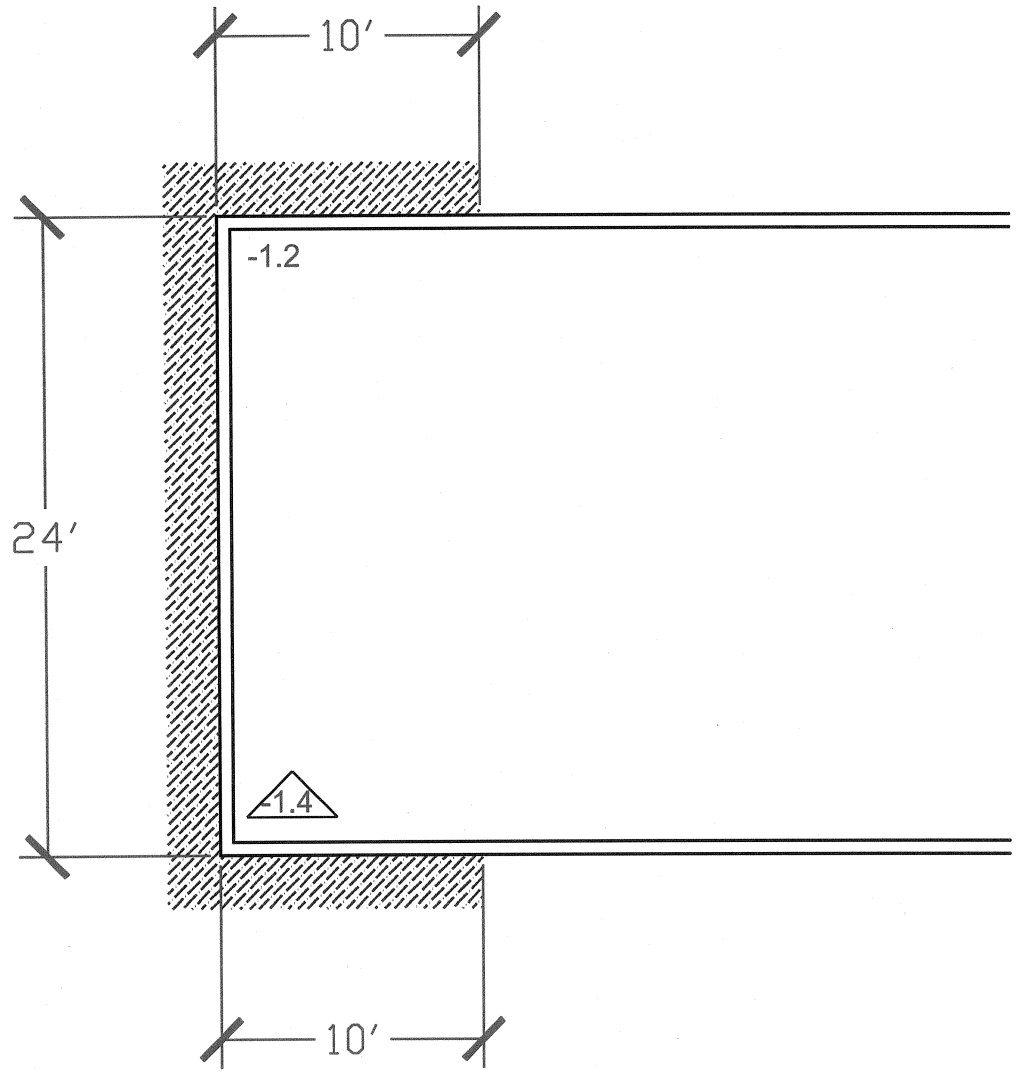
Print Name

Date: 5/22/12

APPROVE AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

GILA COUNTY
PUBLIC WORKS



LEGEND

-1.4 LOWEST ELEVATION

URETEK DEEP INJECTION LOCATION

FLOOR PLAN

1400 E ASH,
GLOBE, AZ 85501

EAGLELIFT INC.

10410 TRADEMARK STREET
RANCHO CUCAMONGA
PH: 877-752-2522

DATE:
5/24/2012

DRAWN BY:
P.W.

JOB NO.:

SHEET

LIMITED WARRANTY CERTIFICATE

This Limited Warranty is made in lieu of all other warranties, express or implied, and of all other obligations on the part of EagleLIFT, Inc. (the "Contractor") to the customer (the "Customer"). There are no other verbal or written warranties. There are no warranties which extend beyond the description on the face hereof, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose, including foundation repair.

For the applicable time periods indicated below, this Warranty is transferable to future owners, (fee of $100), of the structure on which the work specified in this proposal is completed. This Warranty is in effect if the job is completed and paid in full and alternatively is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified on the proposal.

Foundation Piers
Contractor warrants that the foundation piers will stabilize the affected area(s) against further appreciable vertical settlement for a period of twenty-five (25) years from the date of installation, or else Contractor will correct the problem at Contractor's expense. Contractor DOES NOT WARRANT, to close cracks, to render doors and windows operational or to move walls back to their original position, but will do its best to achieve positive results in this regard. Some of the reasons Contractor cannot warrant to lift the area(s) in question are as follows: 1) Skin Friction: The soil's tendency to cling to your foundation in its new settled position; 2) Obstructions: Items such as mortar, concrete or soil falling between the cracks or behind the veneer which will physically prevent the wall or chimney from moving back to its original position; and 3) Brick or Stone Veneer: The veneer of the home or other building is not part of the "structure" Contractor is attempting to affect, rather, it is merely a cosmetic covering similar to siding. Thus, a lifting operation on Customer's foundation may or may not affect the veneer of the structure. Customer should also know that the possibility of further damages exist during a lifting operation. Contractor is NOT RESPONSIBLE for damages caused by the lifting. All of Contractor's efforts will be concentrated on obtaining the optimum results with a minimum of damage.

Slab Piers
Contractor warrants that the slab piers will stabilize the affected area(s) against further appreciable vertical settlement for a period of ten (10) years from the date of installation, or else Contractor will correct the problem at Contractor's expense. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position, but will do its best to achieve positive results in the regard.

Smartjacks
Contractor warrants that the Smartjacks will stabilize the affected area(s) against further appreciable vertical settlement for five (5) yrs from the date of installation or else Contractor will provide the labor and materials, at no cost to Customer to make any necessary adjustments to the Smartjacks. Additionally the manufacturer of Smartjacks warrants that Smartjacks will, under normal use and service is free from defects in material and workmanship for twenty-five (25) yrs from the date of installation. See manufacturer's warranty for more details. If changes due to excess moisture occur in the area(s) where Smartjacks are installed, an encapsulation system, drainage and dehumidification may be necessary in such area(s) at an additional cost to Customer.

Wall Anchors
Contractor hereby warrants that the wall anchors will stop further appreciable inward horizontal movement of the wall(s) repaired for twenty-five (25) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the wall anchors. Walls that are not anchored entirely from corner to corner, by Contractor, are not warranted. Anchors are warranted only to stabilize the affected wall(s) and not straighten them. If Customer desires further movement in the wall(s) repaired, Customer may tighten the installed anchors every 3-4 weeks during the dryer months of the year, which are typically July, August and September. Do not tighten the anchors in the winter, when the ground is wet, or when the repaired wall is straight. When tightening anchors, setting for a torque wrench should be 80 lbs. for a block wall and 90 lbs. for a poured wall. Contractor recommends that Customer maintain the wall anchors annually as annual maintenance can prevent most foundation problems. The cost of maintenance is not included in this proposal or Warranty, but maintenance is available from Contractor at an additional charge. When anchors are installed behind garage walls, saw cuts and expansion joints are sometimes necessary to relieve pressure on the affected wall(s). Saw cuts and expansion joints are not warranted and may need to be repeated in the future if the joint compresses.

Uretek Method/Deep Injection
The Contractor warrants that the injected URETEK materials will not shrink or deteriorate for a period of ten (10) years from the date of completion. The Contractor will replace, during the warranty period, by re-injection, any materials, which fail to perform as warranted. This limited warranty supersedes any other warranties, expressed or implied. The Contractor guarantees, if any adjustments are necessary due to the loss of the size stability or failure of the mechanical resistance of the injected material, in the injected areas during two (2) years from the date of completion of the work, the Contractor will adjust the settled area, by re-injection, at no cost to the owner. Should the treated area settle a second time, the Contractor will recommend that further geotechnical testing be conducted as the problem is at a deeper depth in the sub grade. Further adjustments will not be at the Contractor's cost should Client refuse the geotechnical testing. This guarantee does not include external causes not dependent on our material, for example, ground subsidence or settlement of deeper soils, structural problems, dynamic or static load much higher than the design load at the time of URETEK intervention, damages caused by excavations, product tampering, natural catastrophes such as storms, floods, drought, tides, earthquakes, explosions or fire.

CleanSpace®
The installing dealer warrants the CleanSpace® crawl space liner to be free from holes and tears, and be free from groundwater on top of the liner (when a complete drainage system is installed) for 25 years*, or the dealer will repair at no charge. The CleanSpace® system is warranted to reduce humidity in a dirt crawl space. *Warranty does not include damage from abuse or moisture from condensation. Does not include pump failure or natural disasters.

Water Seepage – Applicable to Foundation Push Piers
Customer agrees to maintain positive drainage away from the wall(s) repaired by foundation push piers. Especially when trenching or excavation is done during structural repair, Contractor recommends a waterproofing membrane be applied to exposed wall(s) to reduce the chance of water seepage into the basement if basement is present. Water seepage into any area of the basement or foundation is NOT covered by this Warranty and may require a waterproofing system at an additional cost to Customer.

ECSS3000™
"The swell potential will be reduced to an average of not more than 2% with no single result exceeding 4% based on testing of undisturbed, treated samples using Test Method ASTM D 4546, Method B. Samples for swell testing should not be collected any sooner than 72 hours after injection has been completed. Second set of soil samples to be taken within 3-6 months from the installation date upon inclusion of engineering within the paid contract. EagleLIFT, Inc. includes a 5 year warranty that the injected EcSS-3000™ will reduce the swell potential to an average of no greater than 2%. (As stated above; laboratory tests provided by Penn State prove that the process is permanent and therefore irreversible.) If post-injection testing documents show an average swell potential of greater than 2% in any tested area, EagleLIFT, Inc. will re-inject the area at no additional charge. For any such re-injection work, all terms and conditions of this original contract shall apply."

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. 052212

ELECTRICAL BOX INSTALLATION
PAYSON S.O. COMMUNICIATIONS EQUIPMENT ROOM

THIS AGREEMENT, made and entered into this 6th day of June, **2012**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and **Grammater Electric, Inc.**, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below 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.

Project Location

Gila County Sheriff's Office
108 W. Main Street, Payson, Arizona

Scope of Service

- Contractor shall provide for the labor and material to install a 100 amp overhead fed commercial service with test and bypass blocks on 25 foot Arizona Public Service (APS) approved pole.
- The subpanel on the pole will feed through 1½ inch conduit with flex connector to 100 amp interior surface mount subpanel in equipment room.
- Interiorly there will be six 4-plex receptacle boxes installed with 2 duplex receptacles in each location.
- One 20 amp 240 volt outlet to be installed for the air condition. Location to be specified by the County.
- Two 4 foot 2 lamp T8 wrap fixtures, all surface mount, to be installed.
- Contractor shall perform required trenching and backfill for project.
- Contractor responsible for obtaining required permits. Permit fees for the project will be waived by the County.

Work under this contract shall be in accordance with the pertinent codes as adopted by the Gila County building code ordinance, as amended October 23, 2007. A copy of the ordinance may be obtained by the Building Safety Department by calling (928)402-8513.

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 the **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 the **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."

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 a flat fee of **$4,650.00** for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 052212 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: 6/6/12

GRAMMATER ELECTRIC, INC.

Authorized Signature

Mark Grammater

Print Name

Date: 5.25.12

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

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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. 052412

STAR VALLEY YARD ELECTIONS BUILDING REPAIR

THIS AGREEMENT, made and entered into this 6th day of JUNE, **2012**, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the County, and **National Corporate Builders of AZ, LLC**, 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 Facilities Manager or designee.

Scope of Work

The contractor will furnish all labor, materials, and equipment to repair the damage to the Gila County Elections building located at the Star Valley Yard, 5320 E. Highway 260, Star Valley, Arizona, 85541. All work must be performed in conformance with industry standards and best practices.

The building sustained corner damage several months ago that was not reported so the cause is unknown "old damage". Recently another section of the building was damaged when a private vehicle backed into the building "new damage".

Contractor Shall

Old Damage Repair

- Repair corner of building at visitors parking area.
- Replace two (2) each VP panel-rib wall panels with crimped base at 10'6"+ - long. Color to be VP's Cool Cobalt Blue.
- Replace one (1) each outside corner trim 10'+ - long. Color to be VP's Cool Cobalt Blue.

New Damager Repair

- Repair two (2) each 10'+ - long VP panel-rib wall panels @ 10'+ - long with crimped base condition. Color to be VP's Cool Cobalt Blue.
- Replace one (1) each outside corner trim 10'+ - long. Color to be VP's Cool Cobalt Blue.
- Replace one (1) each VP door jamb trim 10'+ - long. Color to be VP's Cool Cobalt Blue.

Contractor Fees

- Cost to repair prior damage $ 1,925.00
- Cost to repair recent damage $ 1,975.00

$ 3,900.00

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

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

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

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

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

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

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

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

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

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

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

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees

working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expires July 31, 2012, unless otherwise extended by both parties.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 3,900.00** for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 052412, 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: 6/6/12

NATIONAL CORPORATE BUILDERS OF AZ, LLC

Authorized Signature

DAVE MASSARI VP

Print Name

Date: 5/23/12

APPROVE AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

Pueblo Mechanical & Controls, Inc.

Design Build HVAC Specialists!

09D-0716

PROPOSAL – Gila County – IT Room (2) Split System Install ***Mohave (JOC)***

From: Pueblo Mechanical and Controls, Inc. **Date:** 5-14-2012

Attn: Bob Hickman
Gila County - Facilities
1400 E. Ash Street
Globe, AZ 85501

Dear Bob,

Pueblo Mechanical and Controls is pleased to provide the following scope for installing (2) new straight cool split system to provide adequate cooling and 100% redundancy for the Gila County IT Room.

- Provide and install (2) New Mitsubishi ductless split system, Model# indoor MSY-D36NA/outdoor MUY-D36NA, 208/230/1/60 (Indoor and Outdoor Units), Single Point Power (Indoor Unit Powered Off Outdoor Unit), Piping, CD Pump and Wireless Controller
- Provide and Install new disconnect, conduit, wire and whip for (2) new condensing unit, pulling power from electrical panel nearest the IT Room
- New condensing units to be securely placed on the existing concrete pad outside the IT Room
- Provide and install metal cage around (2) outdoor units, paint to match existing exterior
- Use existing wall penetration for new refrigerant lines to be run from (2) outdoor units to (2) indoor units matching existing runs
- Provide and install new condensate piping from (2) indoor units as needed to connect to the existing condensate drain or a drain nearest the IT Room
- Provide and install insulated refrigerant lines from (2) outdoor condensing units to (2) indoor units
- Start up and test operation
- 2 year parts and labor warranty

We Exclude The Following:

- Repair or replacement of any existing device to be found inoperable.

Complete material, service, and labor sub total:	**$13,878.71**
Mandated applicable taxes (6.2400%):	**$ 866.03**
Bonding:	**$ 0.00**
Total Cost:	**$14,744.74**

Note: Progress billing authorized when/if required due to project timeline

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

ALL PRICES QUOTED ABOVE ARE GOOD FOR 90 DAYS

Mohave #09D-PMAC2-0902 (JOC) • AZ State JOC Contract #ADSPO11-009974 • TCPN Contract #R5044
6771 E. Outlook Dr. • Tucson, AZ 85756 • Office - (520) 545-1044 • Fax - (520) 545-1048
www.pueblo-mechanical.com
AZ LIC: K-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: K-74 # ROC260462

Pueblo Mechanical & Controls, Inc.

Design Build HVAC Specialists

All projects over $50,000 must be individually bonded, projects under this amount are at the discretion of the customer, by accepting this proposal you agree to waive bonding for this project. If you require bonding please contact Pueblo Mechanical immediately and we will provide quote for the bonding amount.

We look forward to providing this important service please call if you have any questions.

Sincerely,

Mark Christensen
520-545-1044 520-545-1048
Mark@pueblo-mechanical.com

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Name _____ Signature _____ Date _____

Due to the high cost of equipment and/or extended nature of this project progress billing may be required; if a purchase order is created for this project the owner agrees to accept progress billing for demonstrated and verifiable completed work and/or arrival of equipment items pending installation.

GILA COUNTY

Don E. McDaniel, Jr., County Manager

Date: 6/6/12

PUEBLO MECHANICAL & CONTROLS, INC.

Signature

Senior Estimator

Title

Date: 5-31-12

ALL PRICES QUOTED ABOVE ARE GOOD FOR 90 DAYS

ATTACHMENT "A"

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 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.

MOHAVE
ARIZONA COOPERATIVE PURCHASING

www.mesc.org

8/22/2011

Extension of Contract

(Page 1 of 2)

John Neuser
Pueblo Mechanical and Controls, Inc.
6771 E. Outlook Dr.
Tucson, Az 85756

RE: Contract # 09D-PMAC2-0902 Extension Agreement made by and between Pueblo Mechanical and Controls, Inc. and Mohave Educational Services Cooperative (MESC).

In accordance with its terms, Mohave desires to extend contract 09D-PMAC2-0902 for a period of one (1) year, beginning 9/2/2011. The extension shall be under the same terms and conditions contained therein, except as outlined on page two of this extension of agreement.

Please indicate your desire to extend by completing the appropriate information below and on page two. If the contract is extended, Pueblo Mechanical and Controls, Inc. agrees to provide products or prices as per 09D-0716.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature _____ Title General Manager

Typed/Printed Name Steve Barry Date 9/1/11

Please check the information below.

POs Att: Order Desk
Pueblo Mechanical and Controls, Inc.
6771 E. Outlook Dr.
Tucson, Az 85756

Remit to: Pueblo Mechanical and Controls, Inc.
Accounts Receivable
6771 E. Outlook Dr.
Tucson, Az 85756

Member Contact: John Neuser Phone Number: 520-545-1044 Fax Number: 520-545-1048
Contract Administrator: John Neuser

We also ask you to review your contract description on our "Product/Vendor Finder" page at www.mesc.org.
Email any corrections to contracts@mesc.org

If both pages of this notice are not received at Mohave's Kingman office on or before 9/2/2011, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 09D-PMAC2-0902 effective 9/2/2011, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE, INC.

Award Notification
Via Email

Steve Barry
Pueblo Mechanical & Controls, Inc.
8/14/09

Congratulations, Pueblo Mechanical & Controls, Inc.'s response has been awarded a contract under RFP 09D-0716. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on page two.

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and submitted in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Pueblo Mechanical & Controls, Inc. Purchase orders must be faxed (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "Mohave Reviewed" purchase order.

We highly recommend having your staff review Mohave's vendor handbook to learn more about working with Mohave. It is available on-line at www.mesc.org.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to tomd@mesc.org.

If you have any questions regarding your new contract, please call me at (928) 718-3201. We look forward to working with you and your company in the future.

Craig A. McKee, CPPB
Director of Contracting Programs

NOTES ON AWARD FOR: Pueblo Mechanical & Controls, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to http://www.mesc.org/contract_documentation.html to assist in meeting this due diligence responsibility.
- Financial information included under Tab 4 of your response will be kept confidential, unless it is in the form of an annual report for the general public.
- All products quoted must be priced and approved by Mohave in advance. Send requests for pricing updates to Mark DiBlasi- mark@mesc.org.
- Do not provide any goods/services until you receive a Mohave approved purchase order.
- Quick payment discounts must be approved by Mohave before being offered to Members, and must be availably equally.

Order cycle overview:

1. Members forwards purchase orders to Mohave. Vendor is Pueblo Mechanical & Controls, Inc.
2. Mohave emails Member order to Pueblo Mechanical & Controls, Inc.
3. Pueblo Mechanical & Controls, Inc. provides product/services.
4. Pueblo Mechanical & Controls, Inc. invoices Member.
5. Member pays Pueblo Mechanical & Controls, Inc.
6. Pueblo Mechanical & Controls, Inc. sends Usage and Reconciliation Report to Mohave.
7. Pueblo Mechanical & Controls, Inc. remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- You agreed to provide a Usage and Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 20th of the month.
- The 2009 RS Means Facilities Construction Cost Book (Div. 23 only), the 2009 RS Means Mechanical Cost book and the current version of the 2009 HVACR price guide will be used as the basis for pricing under your contract.
- As required in the general terms and conditions of RFP 09D-0716 (page 17, **Unit Price Book Copies**) you are required to furnish Mohave with adequate copies of the approved unit price books listed above. These copies will be provided for both the procurement and accounting specialists, to be assigned to your contract. Mohave will attempt to spread the costs for the unit price book copies between all contract vendors awarded a contract. However, it is possible that contract vendors will need to provide more than one copy of the approved unit price book. We require 1 copy of the current 2009 HVACR price guide, in either printed or electronic form. **Since we have the 2009 RS Means pricing information on file for your existing contract, you will not need to provide new copies of the RS Means pricing until**

2010. Submit this no later than September 15, 2009. If not received, your contract shall be placed on hold until this is rectified.

- Quarterly updates to the CCI shall be allowed under an awarded contract. Mohave shall set the schedule for allowable quarterly CCI updates.
- Performance and payment bonds must be provided for any projects over the competitive bidding threshold in effect at the time of a job order (currently $33,689 for schools). **All required bonds will be provided to member prior to starting the work.**
- Members may waive performance or payment bonds on projects that cost less than the competitive bidding threshold in effect at the time of a job order (currently $33,689 for schools); or less than an amount determined by a non-school member.
- Your price proposal indicated that "*mobilization varies by project scope and location.*" Please provide clear price information as to what the mobilization charges would be. **Submit this via email to Mark DiBlasi (mark@mesc.org) no later than September 15, 2009. If this is not received, mobilization charges will not be allowed under your contract.**
- Your answer to question 3.4 indicated that you would not be using and additional customer agreements. However, a sample extended warranty document was included after Tab 8. This document contained the following term that must be removed in order for the extended warranty document to be used under your new contract.

  #6 - Entire Agreement - This must be removed.

  Submit a revised version of the extended warranty agreement via email to Mark DiBlasi (mark@mesc.org) no later than September 15, 2009. If this is not received, the agreement will not be allowed under your contract.
- All promotional pricing (discounts, promotional pricing, etc) must be approved by Mohave, prior to being offered to any of our members.

TJD 8/14/09

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE, INC.

September 1, 2009

Review of Request to Add Ancillary Services to Mechanical Contracts Awarded Under RFP #09D-0716

Pueblo Mechanical requested that we consider the inclusion of ancillary services, outside of division 23, under their award from RFP #09D-0716. After reviewing the information that Pueblo Mechanical provided to the contracts team, we had several questions requiring additional research:

- *Would any of the excluded line-items in 2.2.16 prevent us from adding the ancillary services?*

No. There doesn't appear to be anything related to the ancillary services that they are requesting, in the excluded sections of Division 1. The items excluded in the RFP under 2.2.16 (*UPB Division 1 sections before 54, Temporary Construction*) include the following:

Professional consultants
Construction Management Fees
Engineering Fees
Models
Renderings
Contingency Allowances
Factors Allowance
Job Conditions Allowance
Job Conditions
Overtime Allowance
Cost Indexes
Taxes
Project Management

Coordination (*Field Personnel, Insurance, Main Office Expense, General Contractor's Mark-Up, Overhead, Performance Bond*)
Photographic Documentation
Permits
Quality Control (*Testing & Inspecting Services*)
Temporary Utilities
Field Offices and Sheds
Protection Equipment
Safety Nets

- *Are demolition services precluded from the award?*

No. They don't appear in any of the sub-headings excluded in Division 1.

- *Is mobilization in the excluded line-items in 2.2.16?*

No. It doesn't appear in any of the sub-headings excluded in Division 1.

- *What type of impact would not having the ancillary services have on the Bel-Aire contract?*

I spoke with Roxanne at Bel-Aire, and she confirmed that not having these ancillary services would impact their ability to provide a "complete solution." They assumed that since we specifically said "*only Division 23*" that they were going to have to sub out those services, and not include them through a Mohave project. This would restrict contract usage and effectiveness.

625 E. BEALE STREET * KINGMAN, AZ 86401 * (928) 753-6945 * (928) 718-3232 FAX

In addition, Pueblo Mechanical provided us with some examples of projects (see attached) that appear to confirm the need for the following ancillary services:

Site Prep (Division 1)
Electrical disconnect/reconnect (Division 26)
Plumbing – Pipe Fittings/valve replacement (Division 22)
Thermal/Moisture Protections (Division 7)
Concrete pad modification or replacement (Division 3)
General Site Demo (Division 2)
Masonry (Division 4)
Metals – Framing for supports (Division 5)
Openings – New door/windows for mechanical closures (Division 8)
Finishes – Stucco, plaster and paint (Division 9)
Earthwork – Excavating piping (Division 31)
Utilities – Updated utility connections (Division 33)

With that research in mind, the contracts team approved the request to allow the inclusion of the ancillary services. Pricing for the Pueblo Mechanical and Bel-Aire Mechanical contracts will be as follows:

Pueblo Mechanical (09D-PMAC-0902):

• The 2009 RS Means Facilities Construction Cost Book (Div. 23 only, with other ancillary services from other divisions necessary to complete mechanical jobs), the 2009 RS Means Mechanical Cost book and the current version of the 2009 HVACR price guide will be used as the basis for pricing under your contract. The ancillary services will only be allowed if deemed necessary to complete mechanical jobs under your contract. A brief descriptive narrative will be required for all jobs that use the ancillary services. Mohave will randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a mechanical job will not be allowed through your contract.

Bel-Aire Mechanical (09D-BAMI-0902):

• The 2009 RS Means Facilities Construction Cost Book (Div. 23 only, with other ancillary services from other divisions necessary to complete mechanical jobs) will be used as the basis for pricing under your contract. The ancillary services will only be allowed if deemed necessary to complete mechanical jobs under your contract. A brief descriptive narrative will be required for all jobs that use the ancillary services. Mohave will randomly review and verify the validity of these ancillary services. Any work deemed excessive or not necessary to complete a mechanical job will not be allowed through your contract.

These changes will be effective on the award date for these contracts, September 2, 2009.

Mark DiBlasi
Contract Specialist II, CPPB

625 E. BEALE STREET * KINGMAN, AZ 86401 * (928) 753-6945 * (928) 718-3232 FAX

Point Paper
On
JOC IFB Award Rqmts/Action Items for Award [Division 23 Only Impact]

ISSUE: In order to benefit the members for full service mechanical some ancillary items are required to provide "turn Key" services. The inclusion of Unit Price Book "Div. 23 only" for the basis of pricing under this contract is far too restrictive and effectively nullifies this contract as a cost effective/expeditious method of procuring mechanical services. By limiting work to "Div. 23 only" rather than "Div 23 primarily with required ancillary" there are essentially no mechanical projects available under this contract.

DISCUSSION: We are extremely excited about the opportunity to continue our successful relationship with Mohave Educational Services Cooperative via the recently awarded JOC. However, after reviewing the recently released notes on the award we were surprised to see the restrictive language of **Division 23 only** [we cannot find that restriction listed anywhere in the original RFQ or RFP – we referenced mechanical and ancillary as required throughout our response to the RFQ / RFP]. The information below is intended to demonstrate why Division 23 as the sole source of pricing is not feasible for not only large/complex mechanical projects but most rudimentary mechanical projects as well. The samples below are very common **mechanical** projects representing small [unitary change out], medium [tower change out], and large projects [mechanical central plant and unitary renovations]. All of these projects have a distinct mechanical focus [vast majority of cost/labor] but require ancillary support from other UPB divisions for completion;

Small unit replacement project [approx. $6,000 - $10,000 depending on complexity]:

- A very simple 3 ton Heat Pump replacement consists of the following basic elements [complex jobs require additional ancillary work];

  1. HVAC – Equipment and startup/checkout **[Division 23]**
     - Site Prep – A rental crane [or similar rigging device] is required to remove the old unit and place the replacement unit **[Division 01]**
     - Electrical – The power must be disconnected and reconnected. Existing electrical disconnects [required by code] normally require replacement as well as "WHIPS" the EMT from the disconnect to the unit **[Division 26]**
     - Plumbing - Condensate pipe/fittings; normally schedule 40 PVC **[Division 22]**
     - Thermal/Moisture Protection - Roof modification/sealing; new units normally require a modification to the existing penetration or roof sealing **[Division 07]**

Medium cooling tower(s) replacement project [approx. $100,000 - $300,000 depending on complexity]:

- A basic cooling tower replacement normally consists of following basic elements at a minimum [complex jobs require additional ancillary work]

  1. HVAC - Cooling Tower(s), pumps, balancing, etc.; equipment and startup/checkout **[Division 23] – See page two(2)**

- Site Prep - A rental crane [or similar rigging device] is required to remove the old tower and place the replacement tower **[Division 01]**
- Electrical - The power must be disconnected and reconnected. Many tower replacement require new/upgrade electrical connections to include new panels or sub panels and Variable Frequency Drives **[Division 26]**
- Concrete – Pads normally require modifications or replacement **[Division 03]**
- Plumbing - Piping, valves, insulation, etc. almost all tower replacements require some degree of piping and special valve replacement **[Division 22]**

Large central plant [chiller/boiler, piping, pumps, unitary change outs, etc.] [Approx. $300,000 - $1,000,000 depending on complexity]:

- A basic central plant and mechanical upgrade project normally consists of following basic elements;

  1. HVAC – Vast majority of project focus, major equipment, ductwork, mechanical valves, air/water balance and treatment, energy efficient controls, pumps, vents/registers, etc **[Division 23]**

     - Site Prep – Rigging, large project mobilization, trailer, waste management, site prep, etc. **[Division 01]**
     - General Demo – Selective site demo and remediation if required **[Division 02]**
     - Concrete – Mechanical equipment pad modification or construction **[Division 03]**
     - Masonry – Remodel or modify existing mechanical yard/room **[Division 04]**
     - Metals – Framing for custom mechanical pipe supports, stands for mechanical equipment, etc. **[Division 05]**
     - Thermal/Moisture Protection – Roofing modifications to accommodate new mechanical equipment **[Division 07]**
     - Openings – New doors/windows for mechanical closures **[Division 08]**
     - Finishes – Repair/replace damaged walls w/stucco, plaster, and paint **[Division 09]**
     - Plumbing – Schedule 40 mechanical piping, pipe hangers, special valves, insulation, mechanical drains, separators, etc. **[Division 22]**
     - Electrical – New electrical connections and circuits dictated by code [can be very extensive] **[Division 26]**
     - Earthwork – Excavating mechanical piping, equip. pad earthwork, etc. **[Division 31]**
     - Utilities – Large mechanical projects often require updated utility connections to accommodate new equipment **[Division 33]**

- We conducted a detailed analysis of all Mohave projects [non-service] in calendar year 2008, of the 46 applicable mechanical projects 45 projects **[97.8%]** required work outside Division 23

<u>RECOMMENDATION:</u> In order to make this contract beneficial to the members and allow them to procure full service mechanical services we recommend the following:

To provide the essential latitude to complete the most basic of mechanical work the phase "Div. 23 only" should be changed to "Div. 23 primary" or references to Div 23 only deleted entirely. It is understood Division 23 is the primary source of pricing but its imperative contractors have the ability to capture essential ancillary project costs in order to make this contract beneficial to the members.

Pueblo Mechanical & Controls, Inc.
Mohave Contract #05G-PMAC-0608

Client: Mohave Educational Services
Project: Mohave Building Mechanical Upgrade
Description: Remove/replace existing units with 1 5-Ton and 2-4-Ton Gas Packs with associated register upgrades, duct modifications, cooler demo, electrial/wire, programmable T-stats, and roof capping/sealing as req.
Prepared by: John N.

Qty.	Unit	Means Number	Description	Price	Extension
3.00	Ea.	23 05 0510 5100	Roof top air conditioner, DEMO, up thru 10	$760.00	$2,280.00
125 00	Lb	23 31 1313 0520	Metal Ductwork, fabricated rectangular, ga	$7.75	$968 75
130.00	L.F.	23 33 4610 2020	Ductwork, flexible coated fiberglass fabric	$11.20	$1,456.00
100 00	Lb.	23 05 0510 1570	Ductwork, DEMO, metal; steel and sst, fab	$1.05	$105 00
0.50	Day+	01 54 3360 2500	Rent crane truck mounted, hydraulic, 25 to	$1,161.60	$580.80
3.00	Ea.	23 09 5310 5040	Control Components, thermostats, electric,	$177.00	$531.00
1.00	Ea.	23 74 3310 1140	Rooftop air conditioner, 5-Ton single zone,	$6,475.00	$6,475 00
2.00	Ea.	23 74 3310 1120	Rooftop air conditioner, 4-Ton single zone,	$5,875.00	$11,750.00
22.00	Ea.	23 37 1310 1560	Diffuser, steel, ceiling, round, 12" diameter	$91.00	$2,002.00
9.00	Ea	23 37 1330 1100	Grille, aluminum, air return, 12" x 12"	$52.00	$468.00
3.00	Ea.	23 05 0510 1730	Evaporative cooler, DEMO up thru 5 H.P.,	$385.00	$1,155.00
			2009 Facilities CostBook		
15 05	L.F.	26 05 3335 1090	Flexible metallic conduit, sealtite, 3/4" diam	$8.35	$125 68
3 00	Ea.	26 28 1620 4340	Safety switches, heavy duty, 2 pole, fusible	$315.00	$945.00
3 00	Job	06 16 3610 9000	Sheathing, roof capping/sealing, minimum	$264.00	$792.00
2.00	C.L.F.	26 05 1990 1300	Wire, copper, stranded, 600 volt, #8, type T	$121.00	$242.00

MEANS COST SUBTOTAL		**$29,876.23**
MOHAVE DISCOUNT		**$5,676.48**
	SUBTOTAL	**$24,199.74**
Sales Tax @	5.265%	**$1,274.12**
Bond		
Project Total		**$25,473.87**
Mohave Administration Fee (included in total)		**$241.97**

Sample Small Project RS Means Breakout - Example Only

Description: Remove cooler, add HP with new duct, grills, and electrical (roof penetration)

Qty.	Unit	Means Number	Description	Price	Extension
1.00	Job	05 12 2340 9000	Lightweight framing, structural steel, minim	$645.00	$645.00
1.00	Job	06 16 3610 9000	Sheathing, minimum labor/equipment charg	$252.00	$252.00
1.00	Sq.	07 53 2320 3800	Ethylene-propylene-diene-monomer roofing	$185.00	$185.00
300.00	Lb.	23 31 1313 0540	Metal Ductwork, fabricated rectangular, gal	$7.00	$2,100.00
1.00	Job	26 27 2620 9000	Wiring devices, minimum labor/equipment	$140.00	$140.00
1.00	Ea.	23 81 4310 1560	Heat pump, air to air single package, 3 ton	$4,125.00	$4,125.00
0.50	Day+	01 54 3360 2400	Rent crane truck mounted, hydraulic, 12 to	$1,065.90	$532.95
2.00	Ea.	23 37 1330 1200	Grille, aluminum, air return, 18" x 18"	$67.00	$134.00
1.00	Ea.	26 28 1620 4510	Safety switches, heavy duty,3 pole, fusible,	$515.00	$515.00
50.00	L.F.	26 05 3305 1770	Rigid galvanized steel conduit, 3/4" diamete	$9.80	$490.00
1.00	Ea.	23 05 0510 1710	Evaporator, 12,500 thru 30,000 BTUH, sele	$390.00	$390.00
48.44	L.F.	22 11 1374 1870	Pipe, plastic, PVC, 3/4" diameter, schedule	$12.80	$620.08

MEANS COST SUBTOTAL		**$10,129.03**
CONTRACT DISCOUNT		**$709.03**
	SUBTOTAL	**$9,420.00**
Sales Tax @	**5.53%**	**$520.46**
Bond		
Project Total		**$9,940.46**

Offer and Contract Award

Place after Tab 1

RFP 09D-0716
Job Order Contracting for Various Construction Trades

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 86-1027390

Company Name Pueblo Mechanical & Controls, Inc.

Address 2775 E. Ganley Ste 103 City Tucson State AZ Zip 85706

Telephone Number (520) 545-1044 Fax (520) 545-1048

Printed Name Steve Barry Title General Manager

Authorized Signature

The Contractor shall not commence any billable work or provide any material or service under this contract unless and until Contractor receives a purchase order from Member with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:
As Contractor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This Contract shall be referred to as Contract Number 09D-PMAC2-0902

Awarded this 2nd day of SEPTEMBER 2009.

Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

MOHAVE
EDUCATIONAL SERVICES COOPERATIVE, INC.

RFP 09D-0716
Job Order Contracting for Various Construction Trades
August 5, 2009
MWD

Awarded as recommended
T. Peeler, 8/10/09

Recommended for award
Centennial Contractors Enterprises, Inc.
Parsons Commercial Technology Group, Inc.
SDB, Inc.

Bel-Aire Mechanical, Inc.
Pueblo Mechanical & Controls, Inc.

The recommended vendors submitted the highest scoring proposals using the criteria set forth in the solicitation and the required scoring methodology. All vendors were determined to be responsible.

The offers were compared using the criteria set forth in the solicitation, the required scoring methodology, and pricing data contained in the proposals. The following is a summary of the final scores utilizing the Heisman method of scoring:

Heisman Ranking	Division	BC	CM	HS	MD	MC	Avg. Rank
Centennial Contractors Enterprises, Inc	General Contractor	1	2	1	1	1	**1.2**
Parsons Commercial Technology Group, Inc.	General Contractor	2	1	2	2	2	**1.8**
SDB, Inc.	General Contractor	3	3	3	3	3	**3**
Pueblo Mechanical & Controls, Inc.	23 - HVAC	1	1	1	1	1	**1**
Bel-Aire Mechanical, Inc.	23 - HVAC	2	2	2	2	2	**2**
Interstate Mechanical Corp.	23 - HVAC	3	3	3	3	3	**3**

The solicitation authorized a multiple award. The evaluation committee determined that one award for general contractors or for the Division 23 (HVAC) would not be advantageous to our members, nor sufficient to meet the members' varied needs, based on usage under previous contracts and estimated usage under new contracts. Prior to the recent economic downturn, usage of Mohave's JOC contracts was growing each year. In considering the budgetary restraints and purchasing staff reductions that our members are experiencing, the evaluation committee determined that having an additional general contractor, and the addition of two Division 23 (HVAC) contractors, would help with the potential increase in usage of Mohave's cooperative contracts.

The evaluation committee reviewed all of the associated costs included in the proposals. The evaluation committee determined that the only information that was applicable for item 10 on the evaluation score sheet were transportation costs. Any offerors who did not charge travel, M&IE or mobilization fees were given a score of 5 for Item 10 on the score sheet. Offerers who did charge travel, M&IE or mobilization fees were given a lower score of 4 for Item 10 on the score sheet.

The evaluation committee assigned a calculated score for Item 9 on the evaluation score sheet. Price scores were assigned points from 15-0 based on a comparison of each offeror's required coefficient. The same common pricing score was used by all evaluators.

RFP 09D-0716 Award Recommendation (Con't)

The coefficients provided by Interstate Mechancial Corporation were a two-part formula *that required* clarificaiton. A clarification phone call was made to Bill Thompson by the evaluation committee on 7/30/09. That call confirmed our understanding that the coefficient provided by Interstate Mechancial Corporation was a two-part formula, to be applied to the "material and labor bare cost" columns, instead of the required "Total including O&P" columns of the RS Means UPB. This did not meet specification 2.2.04, which required "*The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing.*" As such, Interstate Mechancial Corporation received a 0 for Item 9 on the scoresheet.

Details for the recommended awards are as follows:

- Centennial Contractors Enterprises, Inc. was the number one overall scoring offer among the general contractors.
- Parsons Commercial Technology Group, Inc. was the number two overall scoring offer among the general contractors.
- SDB, Inc. was the number three overall scoring offer among the general contractors.

- Pueblo Mechanical & Controls, Inc. was the number one overall scoring offer among the Division 23 HVAC contractors. Their non pre-priced coefficient utilizes the quarterly HVACR price guide for determining pricing, instead of the three quote method. They provided a lower coefficient for HVAC work than the coefficient from the recommended contractors in the general contracting area.
- Bel-Aire Mechanical, Inc. was the number two overall scoring offer among the Division 23 HVAC contractors. Their non pre-priced coefficient utilizes a combination of MCAA (Mechanical Contractors Association of America) labor tables, along with the three quote method. They provided a lower coefficient for HVAC work than the coefficient from the recommended contractors in the general contracting area.

The evaluation committee determined that the recommended award constitutes the least number of awards required to meet the members' requirements and needs. The ability to perform under an awarded contract, experience in providing the requested products and services, the type of services offered, the existing use of JOC contracts and pricing were all factors in this determination. The committee also determined that the recommended awards should have the ability to satisfactorily respond to any growth in the use of job order contracting for various construction trades contracts by our membership.

None of the offerors recommended for award are on the United States General Services Administration's Excluded Parties List.

Not recommended for award

Interstate Mechanical Corporation: This proposal received scored lower than those recommended for award. There were no apparent price or performance requirements to substantiate award of this lower scoring proposal.

Note: Arizona state JOC procurement rules require one licensed architect or engineer, and one senior management level employee of a construction firm to be part of the evaluation committee for RFQ 09D-0514 and RFP 09D-0716.

For RFQ 09D-0514 and RFP 09D-0716 we used the following outside volunteers:

Bob Carlson - Betnor, Inc. - Senior Management Employee
Herb Schneider - Schneider, Shay, Pian, Pittenger Architects, LLP - Architect

United States Environmental Protection Agency

LEAD-SAFE CERTIFIED FIRM

This is to certify that

Pueblo Mech[illegible] Controls, Inc.

has fulfilled the requirements of the Toxic Substances Co[illegible] Section 402, and has received certification to conduct lead-based paint renovation, rep[illegible] pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 21, 2015

NAT-55417-1
Certification #

June 8, 2010
Issued On

Michelle Price

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch

MOHAVE
EDUCATIONAL SERVICES COOP

Amendment to Mohave Contract
09D-PMAC2-0902

November 17, 2010

JOC Contracts using City Cost Indexes

Agreement to amend scope of work to revise application of the Weighted Average City Cost Index (CCI).

In a recent pricing review, it was discovered that our current requirements regarding the application of the Weighted Average City Cost Index (CCI) coefficients does not conform with how the industry applies CCI's to project estimates. It was found that the *RSMeans Costworks* program applies the CCI per division(s) in project estimates, and does not average these coefficients as outlined in the terms of the contract. As most *RSMeans* pricing software cannot be modified to meet Mohave's current requirement, contracts may be difficult to quote pricing efficiently. Mohave has reviewed the industry application of the coefficients by division and determined this to be acceptable. As the effect on final pricing is minimal, we offer to change the terms to bring the requirement in-line with industry practice.

The current scope of work for 2.2 Pricing, 2.2.04 requirement states: *The Weighted Average City Cost Index for the city closest to project location and the prices in "Total, include O & P" column in the applicable UPB will be used for project costing.*

Signature of this amendment will result in a change to the requirements as follows:

We agree to amend requirement 2.2.04 as follows: *The City Cost Index shall be applied to each applicable division used for the city closest to project location. These prices will be included in the "Total, include O & P" column for the applicable UPB, and will be used for project costing.*

This agreement supercedes any previous information or requirements regarding scope of work, 2.2 Pricing. This agreement is effective November 30, 2010.

Signature below indicates agreement to modifications as listed.

dated 11/18/10
John Neuser
Pueblo Mechanical and Controls, Inc.

dated 11/30/10
Tom Peeler, Executive Director
Mohave Educational Services Cooperative, Inc.

11/15/10 MSC/CAM

625 E. Beale Street * Kingman, AZ 86401 * (928) 753-6945 * (928) 718-3232 Fax

Pueblo Mechanical & Controls, Inc.

Design Build HVAC Specialists!

MOHAVE

RFP 09D-0716
Job Order Contracting for Various Construction Trades

Pueblo Mechanical & Controls, Inc.

PRICE PROPOSAL

Name/Date of Unit Price Book:	**RS Means CostWorks [Primary UPB] Facilities & Mechanical Cost Data** **HVACR Price Guide [Secondary UPB – parts/ equipment on listed in primary UPB]**

***Note: Projects requiring Davis-Bacon wage rates receive an adjustment to comply with statutory requirements**

Pre-Priced Primary UPB Coefficients [RS Means CostWorks]:

Normal Business Hours [M-F 7am – 5pm]	**.81**
Other Hours [Weekends, holidays, etc.]	**.91**
Regional Coefficient Adjustments	**Most current RS Means AZ City Cost Index (CCI)**

Pre-Priced Secondary UPB Coefficients [HVACR Price Guide]:

Normal Business Hours [M-F 7am – 5pm]	**.65 [List Pricing Column]**
Other Hours [Weekends, holidays, etc.]	**.75 [List Pricing Column]**
Regional Coefficient Adjustments	**Note: No CCI available with the HVACR Price Guide**

Special Pricing Items Not Priced in Primary [RS Means] and Secondary [HVACR Price Guide]:

Similar/Corresponding RS Means Equipment/Project **1.25**

NOTE: The use of this special pricing coefficient will only take place when the equipment is not listed in the primary or secondary UPS and will include a statement on the RS Means breakout clearly indicating that pricing is not available via UPBs.

Explanation Notes: Established coefficients represent the minimum realistic cost estimate to capture direct costs, overhead, and a sustainable profit. The coefficients represent project cost averages based on project audits from the last three years of utilizing the price book. A secondary UPB is listed to capture items not listed in the primary UPB [e.g. service parts, etc.]. Items not listed in the primary or secondary UPBs are priced utilizing similar items with a pricing coefficient of 1.25 and will only be used when pricing is not available from the primary and secondary UPBs.

Professional Services	
Design Services [Mechanical/Electrical]	**$97.50/hr**
Engineering Services	**$123.50/hr**
Other Professional Services	
Drafting [CAD] Design	**$78.50/hr**
Architect	**$123.50/hr**
Maintenance Services [based on hourly labor rates]	
HVAC Centrifugal Absorption Tech	**$91.50/hr**
HVAC Reciprocal Commercial Tech	**$87.50/hr**
Pipefitter / Steamfitter	**$85.00/hr**
Sheet Metal Installation	**$65.00/hr**
Water Treatment	**$88.50/hr**
General Labor	**$35.00/hr**
Other Charges	
100% Performance/Payment Bonds	**1.25% of project cost**
Meals and Incidental Expenses (M&IE)	**Per AZ State rates**
Transportation and Lodging	**Per AZ State rates**

Expedited Shipping	**Direct Cost**
Mobilization	**No additional charges other than allowed as pre-priced line items in the UPB**
Other [print sets, permits, extra O&M manuals, etc.]	**Direct Cost**

DIGITAL Imaging Systems
6890 N Camino Martin, Suite 120
Tucson, Arizona 85741
Phone: 520.797.3671 ◆ Fax: 520.797.3681 ◆ Email: digital-imaging@att.net

Maintenance Agreement

Company Name: Gila County Finance (Animal Control)

Contact: Cassandra Villegas Title: _____

Address: 1400 E. Ash Street

City: Globe State: AZ ZipCode: 85501

Phone: 928-402-4355 Ext.: _____ Fax: _____

Make/Model: Panasonic DP-1820e S/N: _____

Equipment ID#: 1112 BMR: _____ Date: 08/29/2011

Contract Type:

- ☐ Standard Service: Includes Parts & Labor
- ☑ Full Service: Includes Parts, Labor & Supplies (excluding Paper & Staples)
- ☐ Premium Service: Includes Full plus 7 day a week, 7 a.m. – 7 p.m. service availability

Contract Term:

☐ Annually ☑ Monthly ☐ Quarterly

Contract Includes:

☑ Parts ☑ Fuser
☑ Labor ☑ Toner
☑ Drum ☑ Developer

Contract Pricing:

☑ Copy Allowance 0 ☑ Rate $ _____
☑ Excess Copies Billed at $ .014 ea.

Comments: Billed monthly in arrears.

I have read the Agreement and agree to the terms and conditions set forth (see back).

Gila County:

_____
Authorized Signature Date
Don E. McDaniel Jr., County Manager

5/1/12
Digital Imaging Systems, LLC Date

TERMS AND CONDITIONS

1. **TERMS.** This Contract shall become effective when signed by the Customer and an authorized Digital Imaging Systems, LLC (Digital) representative and shall remain in force for a period of one (1) year on all products, copier terms shall be one (1) year or the copy volume as specified on the reverse, whichever comes first. This Contract will automatically renew for successive similar periods and copy volumes, as applicable, provided that Customer is not then in default. Should Digital receive an increase in costs, only the actual increase will be passed to Customer during the next billing cycle.

2. **OPTIONS.** Standard Service includes all parts and labor services from 8:00 a.m. – 5:00 p.m., Monday through Friday. Full Service includes all parts, labor services from 8:00 a.m. – 5:00 p.m. Monday through Friday, and all supplies excluding paper. Premium Service includes all Full Service plus extended labor services from 7:00 a.m. – 7:00 p.m.

3. **COMPENSATION TO DIGITAL.** Pertaining to copiers only, this Contract is based on an average monthly volume of clicks. In the event that Customer's contract volume, as stated on the face of this document, is exceeded within the term of this Contract an additional charge per click will be billed to Customer at the per click rate set forth. If a current meter reading is not made available to Digital, billing will be based on an estimated volume. This estimate will be determined by Digital either on the basis of past Customer usage history or if no history exists, by a reasonable determination by Digital.

   For all products, the initial annual charge for maintenance under this Contract shall be the amount set forth on the face of this document. The annual maintenance charge for any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term, as well as any renewal term thereafter, within ten (10) days of Digital's invoice date for such charges. Customer understands any alterations, attachments or specification changes may require an increase in maintenance charges, and Customer agrees to pay such charges promptly when due.

   The amount of compensation to be paid to Digital by Customer shall be increased by an amount equal to applicable tax now or hereafter assessed, levied, or imposed by any federal, state or local authority. This contract is contingent upon Customer meeting the credit standard set forth by Digital. In the event that Customer does not meet the credit standard, this Contract shall be null and void and of no force or effect. If declined, Digital will notify Customer of the credit determination within sixty (60) days after the commencement of this maintenance agreement. Digital reserves the right, from time to time, to review Customer's credit standards should any payments be made later than ten (10) days from the invoice date for such charges to Customer.

4. **ADVANCE INSPECTION.** Digital reserves the right to inspect all equipment to be covered under this Contract to determine that it meets manufacturer's standards and is in good mechanical condition as of the effective date of this Contract. Should Digital determine that the equipment required repair or overhaul prior to entering into this Contract, such repair or overhaul, if authorized by Customer will be made at Digital's standard hourly rate, plus parts required and promptly billed and paid by Customer.

5. **MAINTENANCE.** Customer shall notify Digital when maintenance service is requested and will give Digital full access to the equipment.

   A. Digital agrees to make all necessary adjustments and repairs during normal business hours to keep the equipment in good operating condition in accordance with Digital's policies then in effect. Normal business hours shall be defined as 8:00 a.m. – 5:00 p.m. Monday through Friday, holidays excepted.
   B. Digital will replace without charge, parts which have become broken or worn through normal use and are necessary to equipment servicing and maintenance adjustment. This Contract covers all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts, EXCEPT
      1. Repairs resulting from causes other than normal use; abuse or misuse by Customer (including without limitation, damage to copier drums and use of supplies or spare parts that do not meet manufacturer's specifications and which cause abnormally frequent service calls or service problems); accident, transportation, electrical power failure, air conditioning or humidity control.
      2. Repairs made necessary by service performed by other than a Digital authorized representative.
      3. Service calls or work the Customer requests to be performed outside Digital's normal business hours.
      4. Shop repair, reconditioning, rebuilding, overhauls or modifications of the equipment. The hourly charge for any of these repairs is $65.00 per hour and the parts will be charged at 15% above cost.
   C. "After hours" or overtime service requested by Customer will be provided on an "if available" basis, and charged to Customer at Digital's overtime rate. If a special call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Digital's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Digital.

6. **KEY OPERATOR INSTRUCTION.** Customer shall provide a Key Operator for each shift of operation, and shall at Digital's request ensure that all operators are instructed by Digital in the use and care of the equipment. Customer's Key Operator shall be responsible for notifying Digital when preventative maintenance needs to be performed according to equipment specifications, to be scheduled at Digital's earliest opportunity. Should Customer's Key Operator change, Customer is responsible to see that the equipment remains in an area where the temperature, airflow and electrical requirements meet those of the manufacturer's specifications and that the area selected allows Digital maintenance personnel reasonable access for repairs.

7. **TERMINATION OF CONTRACT.** This Contract may be terminated immediately by Digital for any one of the following reasons:
   A. Failure of Customer to pay any amount which is due hereunder;
   B. Discovery by Digital that the machine is not being used in accordance with the intended purpose;
   C. Discovery by Digital of lack of proper maintenance by Customer between scheduled preventative maintenance calls;
   D. Abuse of the equipment by Customer and/or any equipment operators;
   E. If in the reasonable opinion of Digital, equipment services requires removal to a Digital location, and Customer denies the removal;
   F. The transfer of the equipment from its present location beyond a fifty (50) mile radius of any Digital facility. In this event, Digital may at its option not terminate the Contract, but rather by mutual agreement increase the compensation payable pursuant to Paragraph 2;
   G. If Customer does not pay all charges for maintenance or parts as provided hereunder, promptly, when due: (1) Digital may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates, and (2) Customer agrees to pay Digital's costs and expenses of collection which include the principle balance plus 16% simple interest per annum, Digital's reasonable attorney's fees (whether or not litigation is commenced or prosecuted to final judgment) and, in addition thereto, all court costs in connection with any legal proceeding.
   H. At the time of termination, any and all unused supplies and/or parts shall be returned to Digital within 5 Business Days or the supplies will be invoiced to Customer at full retail value.

   This contract may be terminated by either party by giving written notice thirty (30) days prior to the expiration date of this Contract. If not cancelled, this Contract will renew automatically for another twelve (12) months.

8. **DELAYS BEYOND CONTROL OF DIGITAL.** Digital assumes no liability for delays or failures hereunder caused by government, acts of God, labor difficulties, and causes beyond Digital's control, or for damages resulting from delays in performing the services under this Contract or any consequential damages whatsoever.

9. **MODIFICATION AND/OR TRANSFER OF CONTRACT.** No amendment, change, or modification of this Contract shall be valid unless in writing and signed by an Officer of Digital except with prior written consent of Digital, which consent will not be unreasonably withheld, this Contract is not transferable.

10. **NO WARRANTY.** Other than the obligations set forth herein, Digital disclaims all warranties, express or implied, which includes any implied warranties of merchantability, fitness for user, or fitness for a particular purpose. Digital shall not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of the equipment.

11. **MISCELLANEOUS.** This Contract shall be governed by and construed according to the laws of the State of Arizona, in which Digital is located, applicable to agreements wholly negotiated and performed in such State.

ATTACHMENT "A"

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

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

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

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

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

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

Don E. McDaniel, County Manager

6/6/12
Date

APPROVED AS TO FORM:

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

DIGITAL IMAGING SYSTEMS:

Individual Authorized to Sign

Shana Almon
Print Name

Managing Member
Title

5/23/2012
Date

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. 053012

CORRECTIONAL LOCKS MAINTENANCE

THIS AGREEMENT, made and entered into this 6th day of June, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Norment Security Group, Inc.**, of the City of Tracy, State of California, 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.

Scope of Work

- Contractor shall provide onsite service necessary to remove and replace the actual lock position switch and actual door position switch on approximately one hundred (100) detention doors located at the Gila County Jail in Globe, Arizona.
- Contractor will provide labor and consumable parts needed to return the doors back to a reasonable functional and operational condition, including, lubrication, adjustment, testing, and new cover plate screws (where required).

Contractor Fee

Contractor shall be paid a flat fee of $20,000.00 for completion of the project which includes travel, per-diem, associated burden, material, labor and material tax.

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 shall remain in effect until July 15, 2012.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of $20,000.00 for completion of the project outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

***IN WITNESS WHEREOF, Service Agreement No. 053012** 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: 6/6/12

NORMENT SECURITY GROUP, INC.

Authorized Signature

Ken Pruitt

Print Name

Date: 5-30-2012

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney

AMENDMENT NO. 2

The following amendments are hereby incorporated into the contract documents for the below stated project:

DOCUMENT CONVERSION SERVICES
GILA COUNTY CLERK OF THE BOARD

LIN-CUM, INC.

Effective September 15, 2010, Gila County and Lin-Cum, Inc., entered into an agreement whereby Lin-Cum agreed to provide document conversion and storage services for the Gila County Clerk of the Board.

On September 6, 2011, the Board of Supervisors approved Amendment No. 1 to extend the agreement period to September 14, 2012.

As a result of the rise in the price of silver halide which has caused an increase in the cost of microfilming supplies, Lin-Cum has requested an increase for document microfilming. The current cost per the agreement for archival microfilming of letter/legal size documents is $0.029 per image.

Amendment No. 2 to the agreement will allow for an increase in the cost of archival microfilming to $0.041 per image for the remainder of the term of the agreement.

All other terms, conditions, provisions and prices of the original contract shall remain the same during the term of the agreement.

GILA COUNTY

Don E. McDaniel, Jr., County Manager

Date: 6/6/12

LIN-CUM, Inc.

Charles C. Cummins Jr.,
Vice President-Client Servicing

Date: 6-4-2012