PURSUANT TO A.R.S. SECTION 38-431.01, 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, DECEMBER 4, 2012 - 10 A.M.

1 Call to Order - Pledge of Allegiance – Invocation

2 **PRESENTATIONS:**

A Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Detective Ray Hernandez of the Gila County Attorney's Office.

3 **PUBLIC HEARINGS:**

A Public Hearing - Information/Discussion/Action to adopt Resolution No. 12-12-01 renewing a non-public water franchise for Collins Ranch Water Users' Association, Inc. for an additional 15 years, from December 4, 2012, to December 3, 2027, in order for the Association to continue providing domestic and residential water to its member homes. **(Marian Sheppard)**

4 **REGULAR AGENDA ITEMS:**

A Supervisors' Annual Property Tax Sale/Auction for the sale of real property deeded to the state of Arizona by Treasurer's Deed in the year 2012. **(Tommie Martin/Marian Sheppard)**

B Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 208-11-010. **(Marian Sheppard)**

C Information/Discussion/Action to approve a transfer of up to $75,000 from the current immunization account to the private stock vaccine account to allow for the purchase of vaccine to provide services to those insured children not covered by the Vaccine for Children program. (**Jendean Sartain)**

5 **CONSENT AGENDA ACTION ITEMS:**

A Approval of Amendment No. 1 to a Weatherization Low Income Assistance Agreement (Contract No. LW-ESA-2182-02Y2) between the State of Arizona Governor's Office of Energy Policy and the Gila County Division of Community Services, Housing Services, increasing the contract amount from $108,719.65 to $182,840.37, to be used for program operations in the Low-Income Home Energy Assistance Program (LIHEAP), through June 30, 2013.

B Approval of an Intergovernmental Agreement (Contract No. ADHS13-031248) (former Contract No. HG852277) with the Arizona Department of Health Services in the amount of $4,561 to continue to provide HIV Prevention Program services for the period of July 1, 2012, through June 30, 2017.

C Approval of Amendment No. 2 and Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS11-004700) with the Arizona Department of Health Services in the amount of $142,689 to continue providing HIV care and support services for the period of April 1, 2012, through March 31, 2013.

D Authorization of the Chairman's signature on the attached Agreements to distribute the final LTAF II (Local Area Transportation Funds) funds, as follows: Intergovernmental Agreements with the Town of Star Valley for $2,877.75, City of Globe Active Adult Center for $2,877.75, Town of Miami Senior Center for $2,877.75, Town of Miami Cobre Valley Community Transit Program for $7,017.00, and Town of Hayden Senior Center for $2,877.75; and Transit Agreements with the Payson Senior Center for $2,877.75, Time Out, Inc. for $2,877.75, the Boys and Girls Club of Globe Transit Program for $2,877.75, Horizon Human Services for $2,877.75, and the San Carlos Apache Tribe Transit Services for $2,877.75.

E Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. DE101133-001) between the Arizona Department of Economic Security (DES) and Gila County Board of Supervisors dba Gila/Pinal Workforce Investment Board to increase DES's yearly rental cost for work space at the Casa Grande One-Stop Center to $47,523, and at the Globe One-Stop Center to $9,970.56 for the period July 1, 2012, through June 30, 2014.

F Approval to appoint Clint Miller to fill the unexpired term of office for Richard Franco on the Gila County Building Safety Advisory and Appeals Board, of which the term will expire on December 31, 2013.

G Approval of the October 2012 monthly activity report submitted by the Globe Regional Justice of the Peace.

H Approval of the October 2012 monthly activity report submitted by the Payson Regional Constable.

I Approval of the October 2012 monthly activity report submitted by the Recorder's Office.

J Approval of the October 2012 monthly activity report submitted by the Clerk of the Superior Court

K Approval of September 18, 2012, BOE Minutes.

L Acknowledgment of the Human Resources reports for the weeks of November 6, 2012, November 13, 2012, November 20, 2012, and November 27, 2012.

M Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of November 05, 2012, to November 09, 2012 and November 12, 2012 to November 16, 2012.

N Approval of finance reports/demands/transfers for the weeks of November 27, 2012, and December 4, 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(H), 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-1549 **Presentation Agenda Item 2- A**

Regular BOS Meeting

Meeting Date: 12/04/2012

Submitted For: Daisy Flores, County Attorney

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

Department: County Attorney

Information

Request/Subject

Presentation of Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Detective Ray Hernandez of the Gila County Attorney's Office.

Background Information

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

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of the Officer of the Quarter award by Daisy Flores, Gila County Attorney, to Detective Ray Hernandez of the Gila County Attorney's Office.

ARF-1581 **Public Hearing 3- A**

Regular BOS Meeting

Meeting Date: 12/04/2012

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

Information

Request/Subject

Adoption of Resolution No. 12-12-01 Issuing a 15-Year Water Franchise to Collins Ranch Water Users' Association, Inc.

Background Information

On July 27, 1987, the Board of Supervisors (BOS) issued a 25-year water franchise to Collins Ranch Water Users' Association, Inc. (CRWUA).

On November 30, 1987, the BOS approved an Amended Franchise for CRWUA, and issued a 25-year water franchise effective that date through November 30, 2012, to provide domestic and residential water to CRWUA member homes. The Franchised Service Area is apporoximately 126.3 acres in size and it is known as Collins Ranch, Payson, Arizona.

On November 13, 2012, CRWUA presented an application to the BOS to renew its franchise for an additional 15 years. The BOS accepted the application and set a public hearing date of December 4, 2012, to consider the renewal of this franchise.

Evaluation

Per statutory requirements, the Notice of Public Hearing was advertised in the Arizona Silver Belt newspaper, the official newspaper of Gila County for 2012, in the November 14th, 21st, and 28th editions of the newspaper. In addition, the Notice was published in the Payson Roundup newspaper in the November 13th, 20th, and 27th editions of the newspaper.

The applicant has met all of the requirements to apply for a renewal of this non-public water franchise. At present, CRWUA is providing water to 36 member homes.

To date, none of the qualified electors has petitioned the Board of Supervisors to deny such privilege.

Conclusion

It is recommended that a public hearing be held by the Board of Supervisors to obtain public comment on the granting of a 15-year non-public water franchise to Collins Ranch Water Users' Association, Inc.

Recommendation

If there is no public objection and no Board of Supervisors' objection to this application, the Chief Deputy Clerk recommends that the Board of Supervisors adopt Resolution No. 12-12-01, which grants a non-public water franchise to CRWUA for an additional 15 years.

Suggested Motion

Public Hearing - Information/Discussion/Action to adopt Resolution No. 12-12-01 renewing a non-public water franchise for Collins Ranch Water Users' Association, Inc. for an additional 15 years, from December 4, 2012, to December 3, 2027, in order for the Association to continue providing domestic and residential water to its member homes. **(Marian Sheppard)**

Attachments

Resolution 12-12-01 Collins Ranch Water Users' Assocation, Inc.

Collins Ranch Water Users' Association Notice of Public Hearing

Collins Ranch Water Users' Association Water Franchise Application

When recorded, deliver to:

Marian Sheppard, Chief Deputy Clerk
Board of Supervisors

RESOLUTION NO. 12-12-01

BEFORE THE BOARD OF SUPERVISORS

GILA COUNTY, STATE OF ARIZONA

In the Matter of:	)	
	)	
Application of COLLINS RANCH WATER	)	
	)	FRANCHISE
USERS' ASSOCIATION, INC.	)	
	)	
for the renewal of a water franchise.	)	
	)	

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF GILA COUNTY, STATE OF ARIZONA, THAT:

WHEREAS, COLLINS RANCH WATER USERS' ASSOCIATION, INC. ("Franchisee") on November 13, 2012, presented to the Gila County Board of Supervisors an application petitioning that the Board grant the renewal of a non-exclusive, non-public water Franchise to provide domestic and residential water to its member homes pursuant to A.R.S. §40-283 to enter upon all present and future public highways, roads, streets, alleys, thoroughfares (except state highways and except within the present confines of any incorporated city or town) within the unincorporated area of Gila County known as Collins Ranch, Payson, Arizona, to construct, operate and maintain water system facilities along, over, under and across said public highways, roads, streets, alleys and thoroughfares for the provision of water utility service; and,

WHEREAS, on July 27, 1987, the Board of Supervisors granted a 25-year non-exclusive Franchise to Collins Ranch Water User's Association, Inc. (CRWUA) to allow CRWUA to supply domestic and residential water to its member homes; and,

WHEREAS, on November 30, 1987, the Board of Supervisors approved an Amended Franchise which granted a 25-year non-exclusive Franchise to CRWUA effective November 30, 1987, to allow CRWUA to supply domestic and residential water to its member homes; and,

WHEREAS, on April 20, 1988, CRWUA was adjudicated a non-public water company by the Arizona Corporation Commission, Civil Action No. 87-146, Docket No. U-2501-87-198, Decision E 55944; and,

WHEREAS, the Franchise Service Area is approximately 126.3 acres in size and the legal description is as follows: Southwest Quarter of the Southwest Quarter of Section 29 and the North one half of the Northwest Quarter of Section 32; Township 11½ North; Range 11½ East; Gila and Salt River Base and Meridian, Gila County, Arizona; and,

WHEREAS, the following maps and diagrams are attached hereto as: Exhibit A – Map depicting the location of CRWUA's Franchised Service Area in relationship to Payson, AZ; Exhibit B – Map depicting the location of CRWUA's Franchised Service Area in detail to surrounding location; Exhibit C – Diagram depicting the "as-built" construction details of the system including the distribution pipelines; Exhibit D – Map depicting the Well Site and two well locations; and Exhibit E – Diagram of the water storage building, water storage tanks, pressure tank, booster pumps and chlorinator; and,

WHEREAS, upon filing of said application, the Board of Supervisors ordered the public notice of the intention of the Board to make such a grant by publication in the *Arizona Silver Belt*, once a week, three times consecutively on November 14, 2012, November 21, 2012, and November 28, 2012, and by publication in the *Payson Roundup*, once a week, three times consecutively on November 13, 2012, November 20, 2012, and November 27, 2012, and noticing that on Tuesday, December 4, 2012, the Gila County Board of Supervisors would consider the application at the Courthouse at 1400 E. Ash Street in Globe; and,

WHEREAS, the *Arizona Silver Belt,* the official newspaper of Gila County, has provided the Gila County Board of Supervisors with an affidavit that the notice had been published at least once a week for three consecutive weeks in the newspaper; and,

WHEREAS, notice was also regularly given pursuant to A.R.S. §38-431; and,

WHEREAS, this matter appeared before the Gila County Board of Supervisors on December 4, 2012, and no one appeared in opposition thereto; and,

WHEREAS, it appears that it will benefit the public safety, health or welfare in renewing this Franchise for an additional 15 years effective from the date of Board of Supervisors' approval, and that the Franchisee has complied with all necessary laws to enable it to receive such a Franchise.

NOW, THEREFORE, IT IS RESOLVED that the renewal of this Franchise be granted to CRWUA for the purpose of entering all present and future public highways, roads, streets, alleys, thoroughfares (except state highways and except within the present confines of any incorporated city or town) through December 3, 2027, unless earlier terminated, to construct, operate and maintain water service facilities within the unincorporated areas of Gila County, specifically providing, however, that:

1. All rights hereunder are granted under the express condition that the Board of Supervisors of Gila County shall have the power at any time to impose such restrictions and limitations and to make such regulations on such highways, roads, streets, alleys and thoroughfares as may be deemed best for the public safety, welfare and convenience.
2. All rights hereunder are granted on the express condition that the Franchisee shall bear all expenses, including damage and compensation, for any alteration of the direction, surface grade or alignment of a county road or any other such highway, road, street, alley, or thoroughfare occasioned by the exercise of its Franchise rights. If such road improvements are necessary and the Franchisee fails to make such improvements or bear all expenses necessary within 45 days after notification by Gila County, this grant shall be immediately rescinded and without any force or effect. Franchisee shall erect and maintain all necessary safety precautions throughout the period of the improvements.
3. All rights hereby granted shall be exercised so as not to interfere or conflict with any easement or right-of-way heretofore granted by said Board of Supervisors. Before Franchisee enters upon any highway, road, street, alley or thoroughfare that requires a right-of-way permit from the Gila County Public Works Division pursuant to Gila County Right-of-Way Ordinance No. 02-01, Franchisee shall apply for and receive such a permit.
4. All water system facilities constructed, operated and maintained pursuant to this Franchise shall be placed, removed or relocated, initially and throughout the term of this Franchise, along, in, or, under, over and across the said highways, roads and thoroughfares in such manner and location as the Board of Supervisors or its duly authorized agents may approve. Such placement, removal or relocation shall be done at the sole expense of the Franchisee upon a determination by the Board of Supervisors of Gila County

that such facilities interfere unduly with vehicular traffic over any such highway, road, street, alley, or thoroughfare. In all other instances, the costs incurred in relocating such facilities shall be borne by and added to the costs of the public or private improvement causing or resulting in such relocation.

5. Franchisee shall indemnify, defend, and save harmless Gila County from all costs, expenses and liabilities in connection with the grant of this Franchise and exercise of the same by Franchisee.

6. The Franchise granted herein shall not be deemed exclusive and the Board of Supervisors expressly reserves the right to grant from time to time similar Franchises over the same territory, highways, roads, streets, alleys and thoroughfares.

7. The right, privilege and Franchise granted herein shall be binding upon and inure to the benefit of Franchisee, its successors and assigns; provided, however, that no transfer or assignment shall be made without prior written notice to the Board of Supervisors.

8. In the event Gila County takes action to dispose of unnecessary public roadways in accordance with the provisions of Arizona Revised Statutes 28-7201, et seq., Gila County shall recognize and preserve each of Franchisee's prior rights-of-way, easements, and rights under this Franchise which are affected thereby, as they existed prior to such disposition.

IN WITNESS THEREOF the Board of Supervisors of Gila County, State of Arizona, by its Chairman, has hereunto set her hand and caused its official seal to be affixed this 4th day of December 2012.

_____
Tommie C. Martin, Chairman
Gila County Board of Supervisors

Approved as to form:

_____
Bryan Chambers
Chief Deputy County Attorney

Attest:

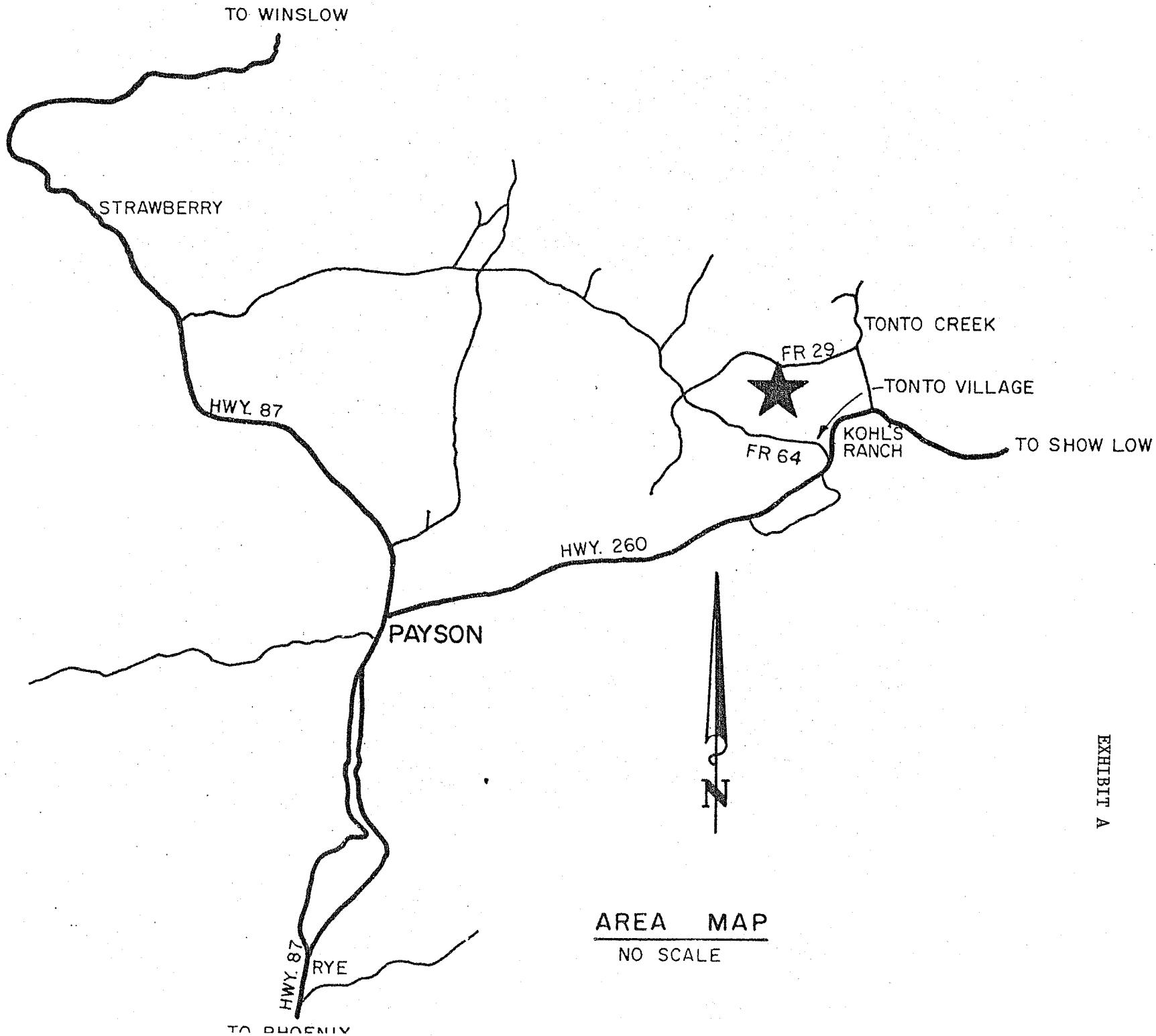
_____
Marian Sheppard
Chief Deputy Clerk

The foregoing terms and conditions are hereby accepted by the Franchisee.

By _____

Title _____

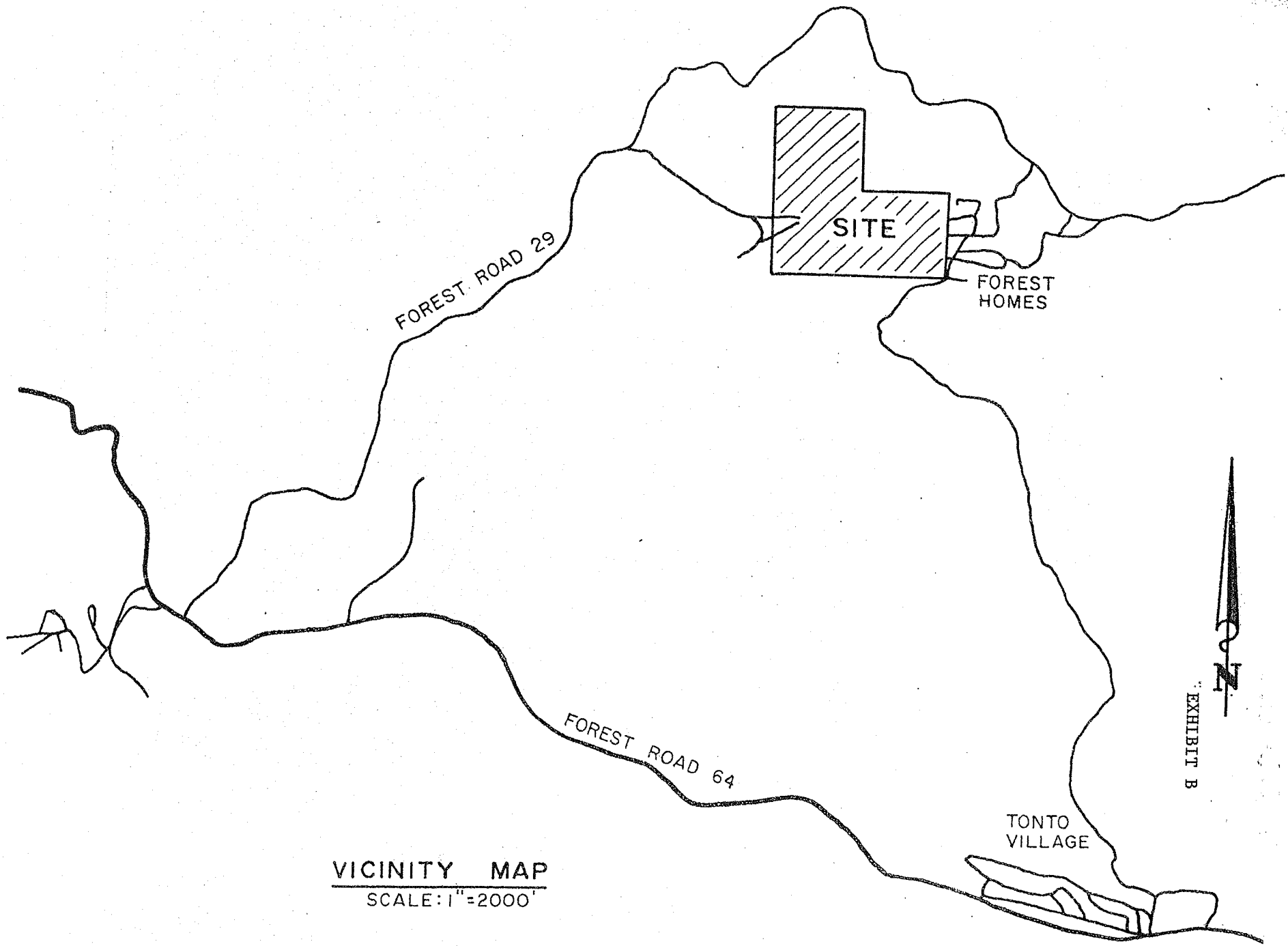
Date _____



AREA MAP

NO SCALE

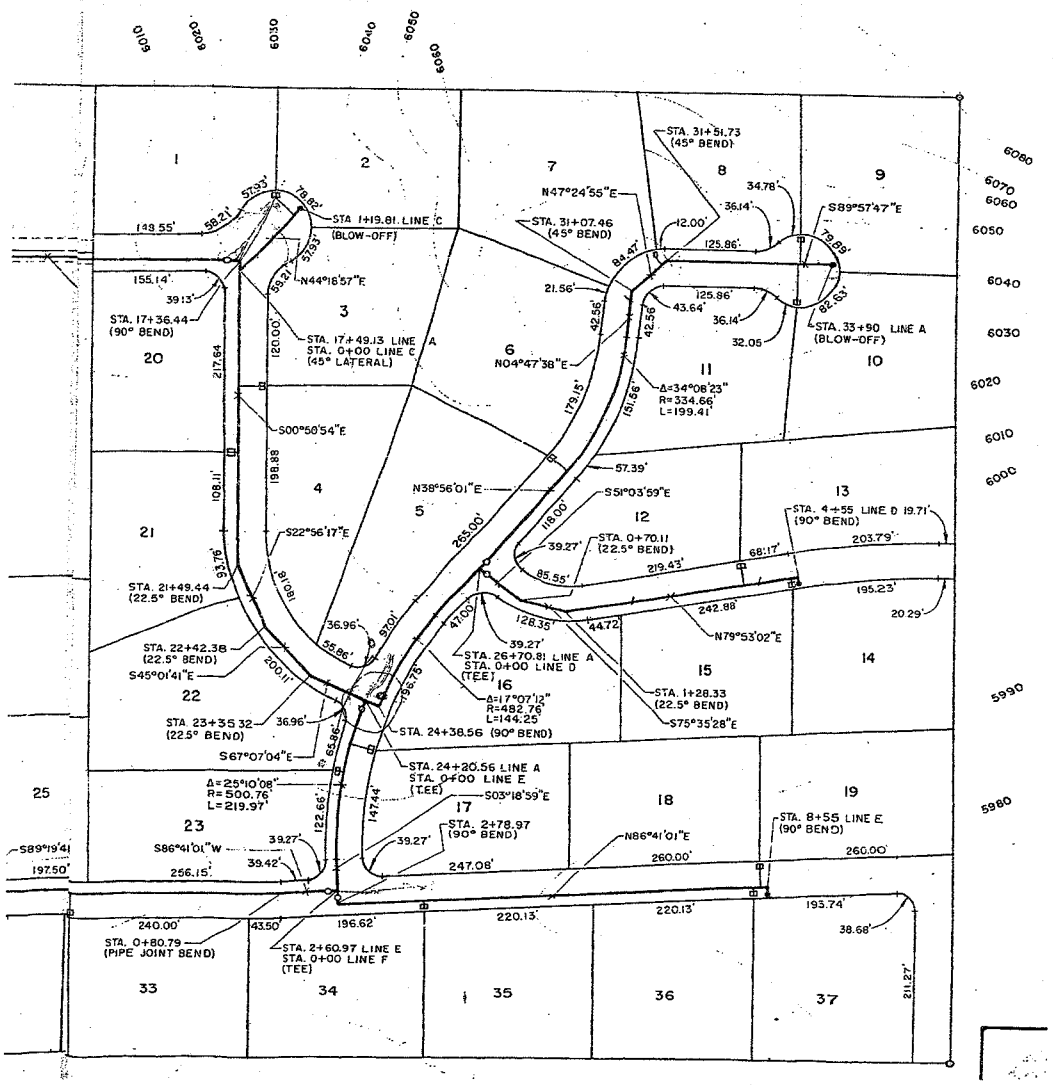
EXHIBIT A



VICINITY MAP
SCALE: 1"=2000'

EXHIBIT B

EXHIBIT C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STA. 31+51.73 (45° BEND)
STA. 31+07.46 (45° BEND)
N47°24'55"E
S89°57'47"E
STA. 1+19.81 LINE C (BLOW-OFF)
N44°18'57"E
STA. 17+36.44 (90° BEND)
STA. 17+49.13 LINE A
STA. 0+00 LINE C (45° LATERAL)
N04°47'38"E
Δ=34°08'23"
R=334.66'
L=199.41'
STA. 33+90 LINE A (BLOW-OFF)
S00°56'54"E
N38°56'01"E
S51°03'59"E
STA. 4+55 LINE D 19.71' (90° BEND)
S22°56'17"E
STA. 0+70.11 (22.5° BEND)
STA. 21+49.44 (22.5° BEND)
STA. 22+42.38 (22.5° BEND)
S45°01'41"E
STA. 26+70.81 LINE A
STA. 0+00 LINE D (TEE)
Δ=17°07'12"
R=482.76'
L=144.25'
STA. 1+28.33 (22.5° BEND)
S75°35'28"E
N79°53'02"E
STA. 23+35.32 (22.5° BEND)
STA. 24+38.56 (90° BEND)
S67°07'04"E
STA. 24+20.56 LINE A
STA. 0+00 LINE E (TEE)
S03°18'59"E
Δ=25°10'08"
R=500.76'
L=219.97'
STA. 2+78.97 (90° BEND)
S86°41'01"W
N86°41'01"E
STA. 8+55 LINE E (90° BEND)
S89°19'41"
STA. 0+80.79 (PIPE JOINT BEND)
STA. 2+60.97 LINE E
STA. 0+00 LINE F (TEE)
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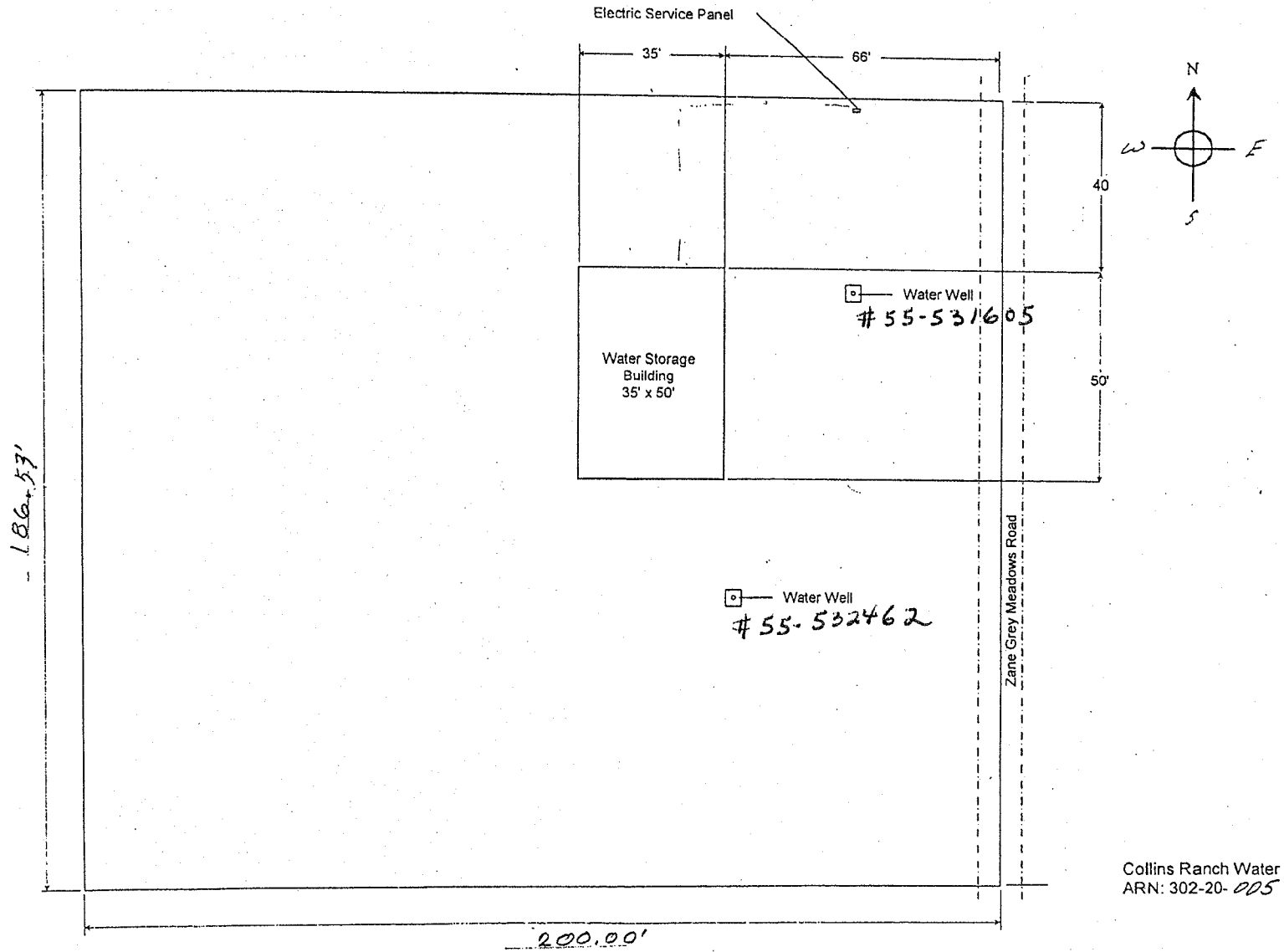


EXHIBIT D

Collins Ranch Water Users Assoc.
ARN: 302-20-005

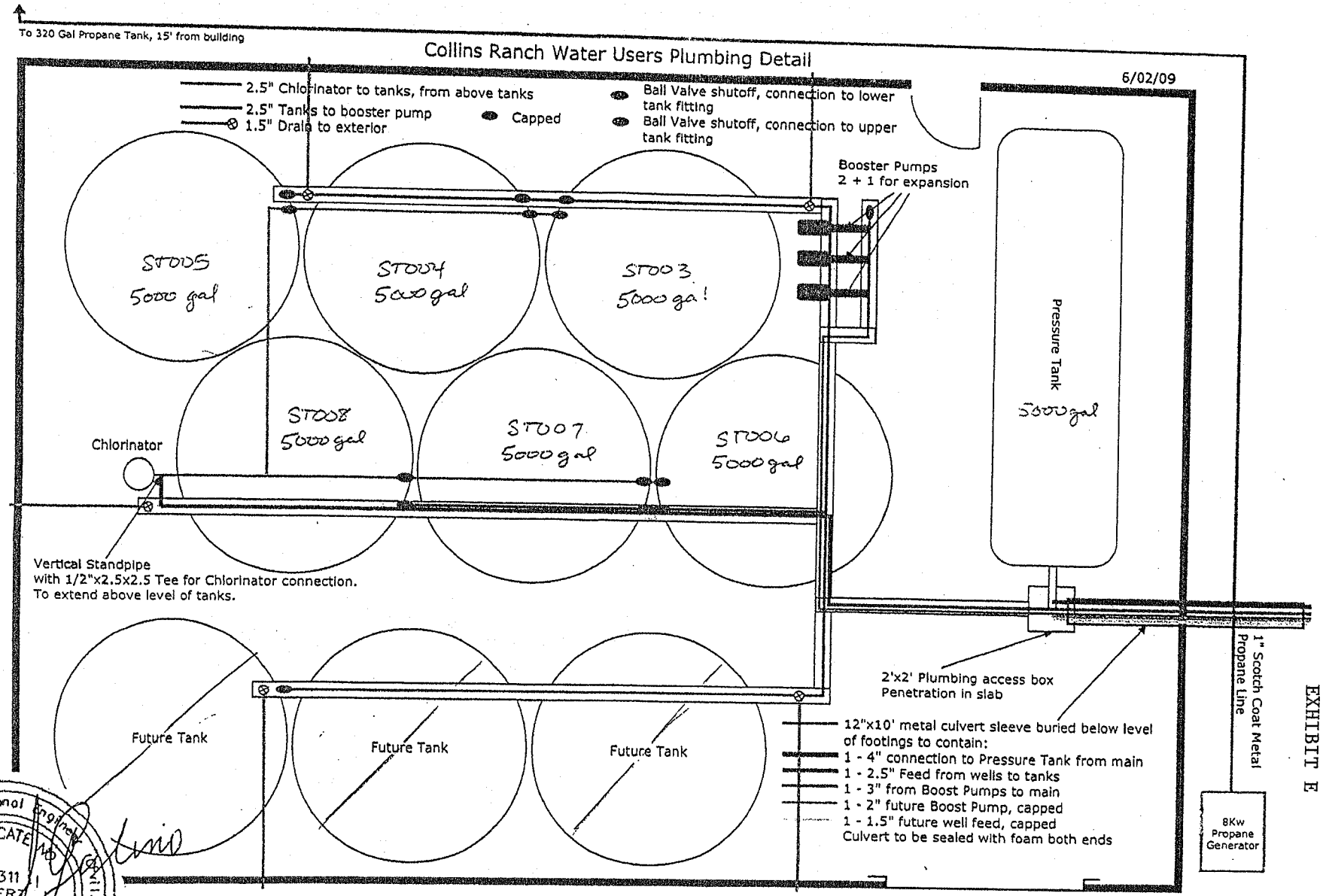


EXHIBIT E

Registered Professional Engineer
CERTIFICATE NO.
43111
ROBERT J. GULINO
Date Signed 1-24-11
ARIZONA, U.S.A.

EXPIRES 12/31/2011

NOTICE OF INTENTION TO GRANT
THE RENEWAL OF A NON-EXCLUSIVE NON-PUBLIC WATER FRANCHISE

NOTICE IS HEREBY GIVEN that the COLLINS RANCH WATER USERS' ASSOCIATION has filed with the Board of Supervisors of Gila County, Globe, Arizona, an Application for Franchise, pursuant to A.R.S. 40-283 for the 15-year renewal of a non-exclusive, non-public service franchise to provide domestic and residential water to its member homes. The service area is known as Collins Ranch, Payson, Arizona, and is located in the unincorporated area of Gila County. The franchised area is approximately 126.3 acres in size and is more specifically described as follows:

SW 1/4, SW 1/4, of Section 29, and N 1/2, NW 1/4, Section 32, T. 11 1/2 N, R. 11 1/2 E, G and S.R.B. and M., Gila County, Arizona.

NOTICE IS HEREBY GIVEN that the Board of Supervisors intends to grant the renewal of this Franchise for a period of fifteen (15) years. The public hearing will take place at 10:00 a.m. on December 4, 2012, in the Supervisors' Auditorium, Gila County Courthouse, 1400 E. Ash Street, Globe, Arizona. All interested parties and the public are invited to attend at this location or by ITV (interactive television) at 610 E. Highway 260, Board of Supervisors' Conference Room, Payson, Arizona. If on or before such date more than fifty percent of the qualified electors of the County petition the Board of Supervisors to deny such privilege, it shall do so, and any privilege granted against such petition shall be void.

Dated at Globe, Gila County, Arizona this 8th day of November 2012.

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

Rec'd 8-20-12 MS

Gila County Board of Supervisors
1400 E. Ash Street
Globe, Arizona 85501

Attention: Marian Sheppard
Chief Deputy Clerk

In the Matter of Renewal Application Of COLLINS RANCH WATER USERS' ASSOCIATION, Inc.

Collins Ranch Water Users' Association, Inc. (CRWUA) submits and requests a fifteen (15) year Franchise extension and for renewal of Water Franchise License dated November 30, 1987, Docket 721, page 265.

1. Name, address and telephone number of the applicant:
   Collins Ranch Water Users' Association, Inc.
   494 S. Zane Meadows Road
   Payson, AZ 85541-7452

   Contact person: Dennis N. Greeley, President
   480-861-0882
   2173 W. Enfield Way
   Chandler, AZ 85286-6760

   Applicant is an Arizona Corporation:
   Attached is a copy of four (4) page 2012 CRWUA current Arizona Corporation Commission Filing. Exhibit A-1 and A-2.

2. Statement of ownership and any agreements between applicant and any proposed owners:
   Ownership of Collins Ranch Water Users' Association is held, in its entirety, by owners of private property in Collins Ranch who have joined the Association:
   There are no person or persons who propose to have an ownership interest other than property owners in Collins Ranch.

3. Financial Statements showing ability to operate the business prepared by an accountant are attached.
   Exhibit B-1 CRWUA Profit & Loss statement for corporate year 2011;
   Exhibit B-2 CRWUA Balance Sheet as of end of corporate year 12-31-11;
   Exhibit B-3 CRWUA Profit & Loss Previous Year Comparison.
   The accountant's contact information is:
   John Griffin, C.P.A
   Professional Tax & Accounting Services
   2300 S. Rural Road
   Tempe, AZ 85282 Phone number: 480-967-8837

4. A Map and legal description indication the proposed service area:
   The service area is known as Collins Ranch, Payson, AZ is unincorporated area of Gila County. The Franchised Service Area is approximately 126.3 acres in size.

   Legal Description: The Collin's Ranch Water Users Association, Inc.'s Franchised Service Area is located in the SW 1/4, SW 1/4, of Section 29, and N 1/2, NW ¼, Section 32, T. 11 ½ N, R. 11 ½ E, G and S.R.B. and M., Gila County, Arizona.
   Enclosed are:

   Exhibit C-1 Map depicting the location of the CRWUA's Franchised Service Area in relationship to Payson, AZ.

   Exhibit C-2 Map depicting location of CRWUA's Franchised Service Area in detail to surrounding location.

   Exhibit D Depicts the "as-built" construction details of the system including the distribution pipelines.

   Exhibit E Depicts the Well Site and two well locations.

   Exhibit F Depicts the water storage building, water storage tanks, pressure tank, booster pumps and chlorinator.

   Legal Right to Use Wells:
   CRWUA Warranty Deed to the well site property.
   Gila County Well Registrations # 55-531605 and #55-532462.
   History of CRWUA. Exhibit G.

5. Proposed Line Extension Policy:
   There is no proposed line extensions planned.

6. Proposed Construction Time Schedule:
   There is no proposed construction time schedule as this is not a new application.

7. Description of the type and capacity of the business:

   Collins Ranch Water Users' Association, Inc. supplies domestic and residential water to its thirty-six (36) member homes by use of two wells Currently, CRWUA is supplying approximately 750,000 gallons per year for an average of 20,833 per member household.

   The water facility consists of a metal, insolated building containing six (6) holding tanks, water chlorinator, three (3) boost pumps, a hydropneumatic tank and a back-up generator system. (See Exhibit F.) CRWUA is in compliance with Arizona Department of Environmental Quality,

8. Previous experience of the applicant in providing service:
   This is a franchise renewal application. Collins Ranch Water Users Association, Inc. has been in operation since well permits were issued in October 2, 1985 and CRWUA, Inc. was incorporated as a non- profit Arizona Corporation on June 29, 1987.

9. Any other details, statements, information or references required or requested by the Board of Supervisors:
   There are no other required or requested information.

10. Non-refundable application fee of Three Hundred Fifty Dollars ($350) is attached:
    Collins Ranch Water Users Assoc. check #1687 dated August 16, 2012.

Exhibit A-1

E-FILED

STATE OF ARIZONA
CORPORATION COMMISSION
CORPORATION ANNUAL REPORT
& CERTIFICATE OF DISCLOSURE

03787845

DUE ON OR BEFORE 05/29/2012 **FILING FEE** $10

PLEASE READ ALL INSTRUCTIONS. The following information is required by A.R.S. §§10-1622 & 10-11622 for all c organized pursuant to Arizona Revised Statutes, Title 10. The Commission's authority to prescribe this form is A.R 121(A) & 10-3121(A). YOUR REPORT MUST BE SUBMITTED ON THIS ORIGINAL FORM. Make changes or correctio necessary. Information for the report should reflect the current status of the corporation.

-0196842-0

1. COLLINS RANCH WATER USERS ASSOCIATION
494 S ZANE MEADOWS RD
PAYSON, AZ 85541

Business Phone: 4809174710 (Business phone is optional.)
State of Domicile: ARIZONA **Type of Corporation:** NON-PROFIT

2. Statutory Agent: FREDRICK WASHINGTON
Mailing Address: 349 N BROOK LN
City, State, Zip: PAYSON, AZ 85541

Statutory Agent's Street or Physical Addre
Physical Address: 349 N BROOK LN
City, State, Zip: PAYSON, AZ 85541

ACC USE ONLY
Fee $ 10.00
Penalty $ 0.00
Reinstate $ 0.00
Expedite $
Resubmit $

If appointing a new statutory agent, the new agent MUST consent to that appointment by signing below. Note that the agent address must be in Ari

I, (individual) or We, (corporation or limited liability company) having been designated the new Statu do hereby consent to this appointment until my removal or resignation pursuant to law.

Signature of *new* Statutory Agent

Printed Name of *new* Statutory Agent

3. **Secondary Address:**

(Foreign Corporations are REQUIRED to complete this section).

4. CHARACTER OF BUSINESS

Received: 03/04/2012 10:23

-0196842-0 COLLINS RANCH WATER USERS ASSOCIATION

5. CAPITALIZATION: (For-profit Corporations and Business Trusts are **REQUIRED** to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial in estate.

5a. Please examine the corporation's original Articles of Incorporation for the amount of **shares authorized.**

Number of Shares/Certificates Authorized | Class | Series Within Class (If

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine t minutes for the number of **shares issued.**

Number of Shares/Certificates Issued | Class | Series Within Class (If

6. SHAREHOLDERS: (For-profit Corporations and Business Trusts are **REQUIRED** to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than interest in the corporation.

NONE

7. OFFICERS

Name: DENNIS GREELEY
Title: PRESIDENT
Address: 2173 W. ENFIELD WAY
CHANDLER, AZ 852866760
Date Taking Office: 10/01/2007

Name: MARK WILLIAMS
Title: SECRETARY
Address: 1107 E. CALLE MONTE
TEMPE, AZ 85284
Date Taking Office: 10/21/200

Name: RICK WASHBURN
Title: TREASURER
Address: 349 N BROOK LANE
PAYSON, AZ 85541
Date Taking Office: 04/18/2009

Name:
Title:
Address:
Date Taking Office:

8. DIRECTORS

Name: GAIL HODGE
Address: 1046 OLD PINE TRAIL
PAYSON, AZ 85541
Date Taking Office: 10/15/2010

Name: VICKI BREUNIG
Address: 13611 N 59TH PL
SCOTTSDALE, AZ 8525
Date Taking Office: 10/15/201

Name: JEFFREY WILMS
Address: 12475 N 93RD ST
SCOTTSDALE, AZ 85260

Name: ROGER PARKS
Address: 550 W. BASELINE RD.
MESA, AZ 85210

-0196842-0 COLLINS RANCH WATER USERS ASSOCIATION

9. FINANCIAL DISCLOSURE (A.R.S. §10-11622(A)(9))

Nonprofits – if your annual report is due on or before September 25, 2008, you **must attach** a financial statement (e.g. income/e balance sheet including assets, liabilities). If your nonprofit annual report is due after September 25, 2008, a financial stateme **Cooperative marketing associations** must in all cases submit a financial statement. All other forms of corporations are ex financial statement no matter what date the annual report was due.

ONLY NONPROFIT CORPORATIONS MUST ANSWER THIS QUESTION:

9A. MEMBERS (A.R.S. §10-11622(A)(6)) This corporation **DOES** ☒ **DOES NOT** ☐ ha

10. CERTIFICATE OF DISCLOSURE (A.R.S. §§ 10-202(D), 10-3202(D), 10-1622(A)(6) & 10-11622(A)(7))

A. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or h 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in been:

1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction wit period immediately preceding the execution of this certificate?
2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or m monopoly in any state or federal jurisdiction within the seven year period immediately preceding execution of this certifica
3. Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year p preceding execution of this certificate where such injunction, judgment, decree or permanent order involved the violation
   (a) fraud or registration provisions of the securities laws of that jurisdiction, or
   (b) the consumer fraud laws of that jurisdiction, or
   (c) the antitrust or restraint of trade laws of that jurisdiction?

One box must be marked: YES

If "YES" to A, the following information must be submitted as an attachment to this report for each person subject to actions stated in items 1 through 3 above.

1. Full birth name.
2. Full present name and prior names used.
3. Present home address.
4. All prior addresses for immediately preceding 7 year period.
5. Date and location of birth.
6. The nature and description of each cri action; the date and location; the court a involved; and the file or cause number o

B. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or h the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in the co in any such capacity or held a 20% interest in any other corporation on the bankruptcy or receivership of that other corpo

One box must be marked: YES

If "YES" to B, the following information must be submitted as an attachment to this report for each corporation su statement above.

(a) Name and address of each corporation and the persons involved.
(b) State(s) in which it: (i) was incorporated and (ii) transacted business.
(c) Dates of corporate operation.

11. STATEMENT OF BANKRUPTCY OR RECEIVERSHIP (A.R.S. §§ 10-1623 & 10-11623)

A. Has the **corporation** filed a petition for bankruptcy or appointed a receiver? **One box must be marked:** **YES** ☐

If "Yes" to A, the following information must be submitted as an attachment to this report:

1. All officers, directors, trustees and major stockholders of the corporation within one year of filing the petition for ban appointment of a receiver. If a major stockholder is a corporation, the statement shall list the current president, chai board of directors and major stockholders of such corporate stockholder. "Major stockholder" means a shareholde controlling twenty per cent of the issued and outstanding shares or twenty per cent of any proprietary, beneficial or interest in the corporation.
2. Whether any such person has been an officer, director, trustee or major stockholder of any other corporation withi bankruptcy or receivership of the other corporation. If so, for each such corporation give:
   (a) Name and address of each corporation;
   (b) States in which it: (i) was incorporated and (ii) transacted business.
   (c) Dates of operation.

12. SIGNATURES: Annual Reports must be signed and dated by at least one duly authorized officer or they wil

I declare, under penalty of perjury, that all corporate income tax returns required by Title 43 of the Arizona Revised Sta filed with the Arizona Department of Revenue. I further declare under penalty of perjury that I (we) have examined th certificate, including any attachments, and to the best of my (our) knowledge and belief they are true, correct and co

Name RICK WASHBURN **Date** 03/04/2012

-0196842-0 COLLINS RANCH WATER USERS ASSOCIATION

Additional Directors

Name: DENNIS GREELEY
Address: 2173 W. ENFIELD WAY
CHANDLER, AZ 852866760
Date Taking Office: 10/01/2004

Name: PERNELL TOMASI
Address: 5006 S ROOSEVELT ST
TEMPE, AZ 85282
Date Taking Office: 10/10/201

Exhibit B-1

2:50 PM
07/12/12
Accrual Basis

CRWUA
Profit & Loss
January through December 2011

	Jan - Dec 11
Ordinary Income/Expense	
Income	
Water Fees	
Base Water Rate	8,880.00
Late Fees	195.00
Storage Assessment	0.00
Water Use Fees	3,833.28
Total Water Fees	12,908.28
Total Income	12,908.28
Expense	
Bank Service Charges	19.00
Insurance	
Product and General Liability	3,414.00
Total Insurance	3,414.00
Licenses and Permits	10.00
Office	
Meter Reading	443.44
Office Supplies	51.78
Total Office	495.22
Postage and Delivery	150.16
Professional Fees	
Accountant Services	125.00
Total Professional Fees	125.00
Repairs	
Building Repairs	297.17
Distribution System	1,358.93
Equipment Repairs	3,698.66
Total Repairs	5,354.76
Taxes	
Property	1,170.74
Total Taxes	1,170.74
Utilities	
Gas and Electric	790.35
Total Utilities	790.35
Water Treatment	
Plant Checklist/Chlorination	360.00
Treatment Equipment	33.93
Treatment Supplies	295.00
Water Testing	2,645.00
Total Water Treatment	3,333.93
Total Expense	14,863.16
Net Ordinary Income	-1,954.88
Other Income/Expense	
Other Income	
Interest Income	3.14
Total Other Income	3.14
Net Other Income	3.14
Net Income	**-1,951.74**

CRWUA
Balance Sheet Prev Year Comparison
As of December 31, 2011

	Dec 31, 11	Dec 31, 10	$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
National Bank of Arizona	9,236.83	12,844.94	-3,608.11	-28.1%
National Bank of Arizona MM	6,276.43	6,273.29	3.14	0.1%
Total Checking/Savings	15,513.26	19,118.23	-3,604.97	-18.9%
Total Current Assets	15,513.26	19,118.23	-3,604.97	-18.9%
Fixed Assets				
New Water Plant	101,555.89	87,655.20	13,900.69	15.9%
Storage Tanks	11,047.74	11,047.74	0.00	0.0%
Well Site Property	35,956.36	29,350.97	6,605.39	22.5%
Total Fixed Assets	148,559.99	128,053.91	20,506.08	16.0%
Other Assets				
Distribution System	44,709.05	44,709.05	0.00	0.0%
Generator	3,327.15	4,000.00	-672.85	-16.8%
Pressure Tank	5,000.00	5,000.00	0.00	0.0%
Pump Systems	17,450.20	17,450.20	0.00	0.0%
Wells	20,000.00	20,000.00	0.00	0.0%
Total Other Assets	90,486.40	91,159.25	-672.85	-0.7%
TOTAL ASSETS	**254,559.65**	**238,331.39**	**16,228.26**	**6.8%**
LIABILITIES & EQUITY				
Equity				
Fund Balance	220,918.02	202,738.02	18,180.00	9.0%
Retained Earnings	35,593.37	37,859.41	-2,266.04	-6.0%
Net Income	-1,951.74	-2,266.04	314.30	13.9%
Total Equity	254,559.65	238,331.39	16,228.26	6.8%
TOTAL LIABILITIES & EQUITY	**254,559.65**	**238,331.39**	**16,228.26**	**6.8%**

Exhibit B-2

Exhibit B-3

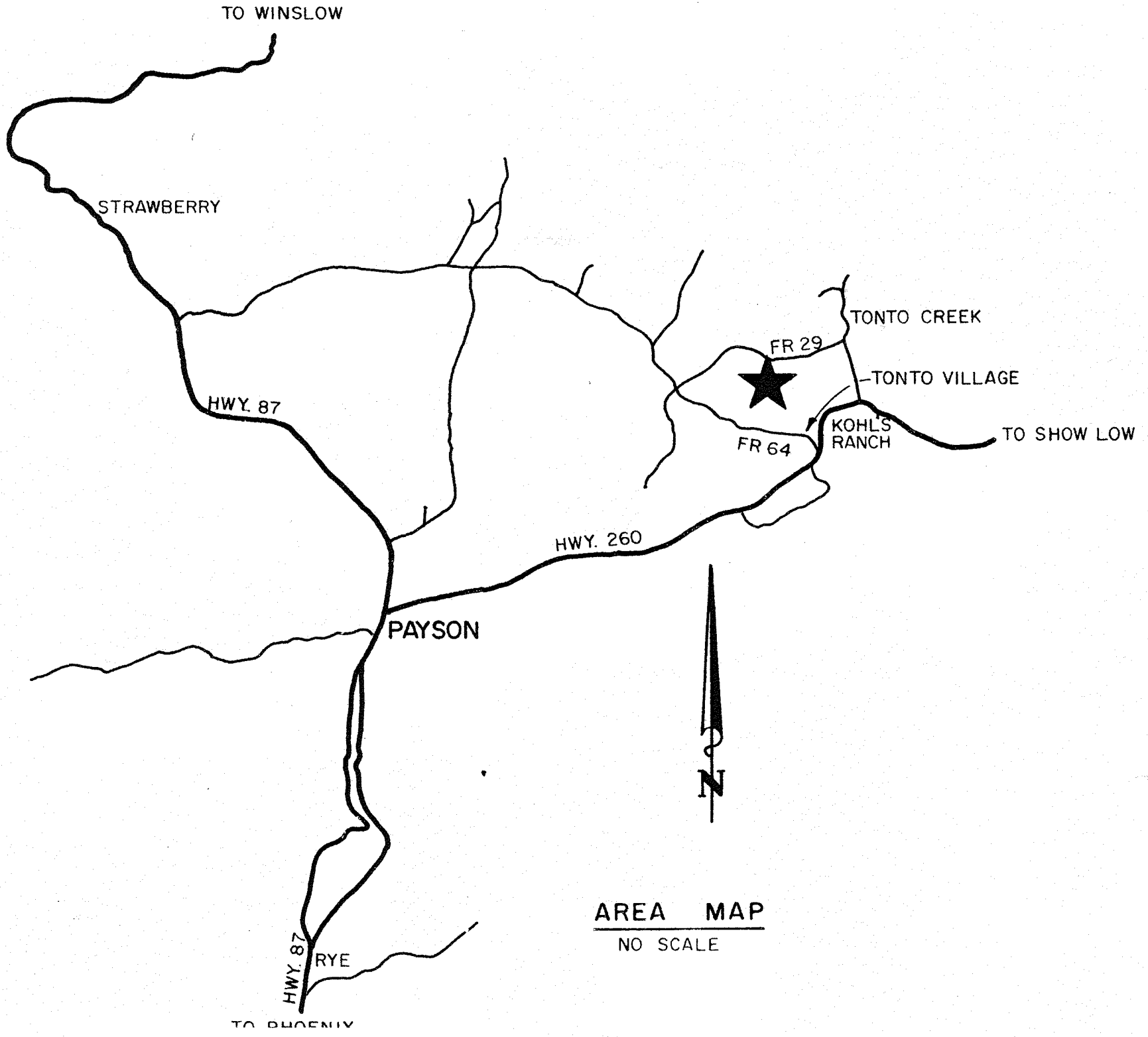
4:01 PM
02/23/12
Accrual Basis

CRWUA
Profit & Loss Prev Year Comparison
January through December 2011

	Jan - Dec 11	Jan - Dec 10	$ Change	% Change
Ordinary Income/Expense				
Income				
Water Fees				
Base Water Rate	8,880.00	8,880.00	0.00	0.0%
Late Fees	195.00	0.00	195.00	100.0%
Storage Assessment	0.00	0.00	0.00	0.0%
Water Use Fees	3,833.28	3,125.76	707.52	22.6%
Total Water Fees	12,908.28	12,005.76	902.52	7.5%
Total Income	12,908.28	12,005.76	902.52	7.5%
Expense				
Bank Service Charges	19.00	5.00	14.00	280.0%
Insurance				
Product and General Liability	3,414.00	1,796.00	1,618.00	90.1%
Total Insurance	3,414.00	1,796.00	1,618.00	90.1%
Interest Expense				
Finance Charge	0.00	0.02	-0.02	-100.0%
Total Interest Expense	0.00	0.02	-0.02	-100.0%
Licenses and Permits	10.00	45.00	-35.00	-77.8%
Office				
Meter Reading	443.44	120.00	323.44	269.5%
Office Equipment	0.00	94.21	-94.21	-100.0%
Office Supplies	51.78	139.92	-88.14	-63.0%
Software	0.00	295.49	-295.49	-100.0%
Total Office	495.22	649.62	-154.40	-23.8%
Postage and Delivery	150.16	138.00	12.16	8.8%
Professional Fees				
Accountant Services	125.00	0.00	125.00	100.0%
Total Professional Fees	125.00	0.00	125.00	100.0%
Repairs				
Building Repairs	297.17	477.12	-179.95	-37.7%
Distribution System	1,358.93	853.88	505.05	59.2%
Equipment Repairs	3,698.66	974.11	2,724.55	279.7%
Total Repairs	5,354.76	2,305.11	3,049.65	132.3%
Taxes				
Property	1,170.74	981.66	189.08	19.3%
Total Taxes	1,170.74	981.66	189.08	19.3%
Utilities				
Gas and Electric	790.35	1,036.41	-246.06	-23.7%
Total Utilities	790.35	1,036.41	-246.06	-23.7%
Water Treatment				
Plant Checklist/Chlorination	360.00	80.00	280.00	350.0%
Treatment Equipment	33.93	0.00	33.93	100.0%
Treatment Supplies	295.00	475.00	-180.00	-37.9%
Water Testing	2,645.00	2,769.00	-124.00	-4.5%
Total Water Treatment	3,333.93	3,324.00	9.93	0.3%
Total Expense	14,863.16	10,280.82	4,582.34	44.6%
Net Ordinary Income	-1,954.88	1,724.94	-3,679.82	-213.3%
Other Income/Expense				
Other Income				
Interest Income	3.14	9.02	-5.88	-65.2%
Total Other Income	3.14	9.02	-5.88	-65.2%
Other Expense				
Loss on disposition of storage	0.00	4,000.00	-4,000.00	-100.0%

CRWUA
Profit & Loss Prev Year Comparison
January through December 2011

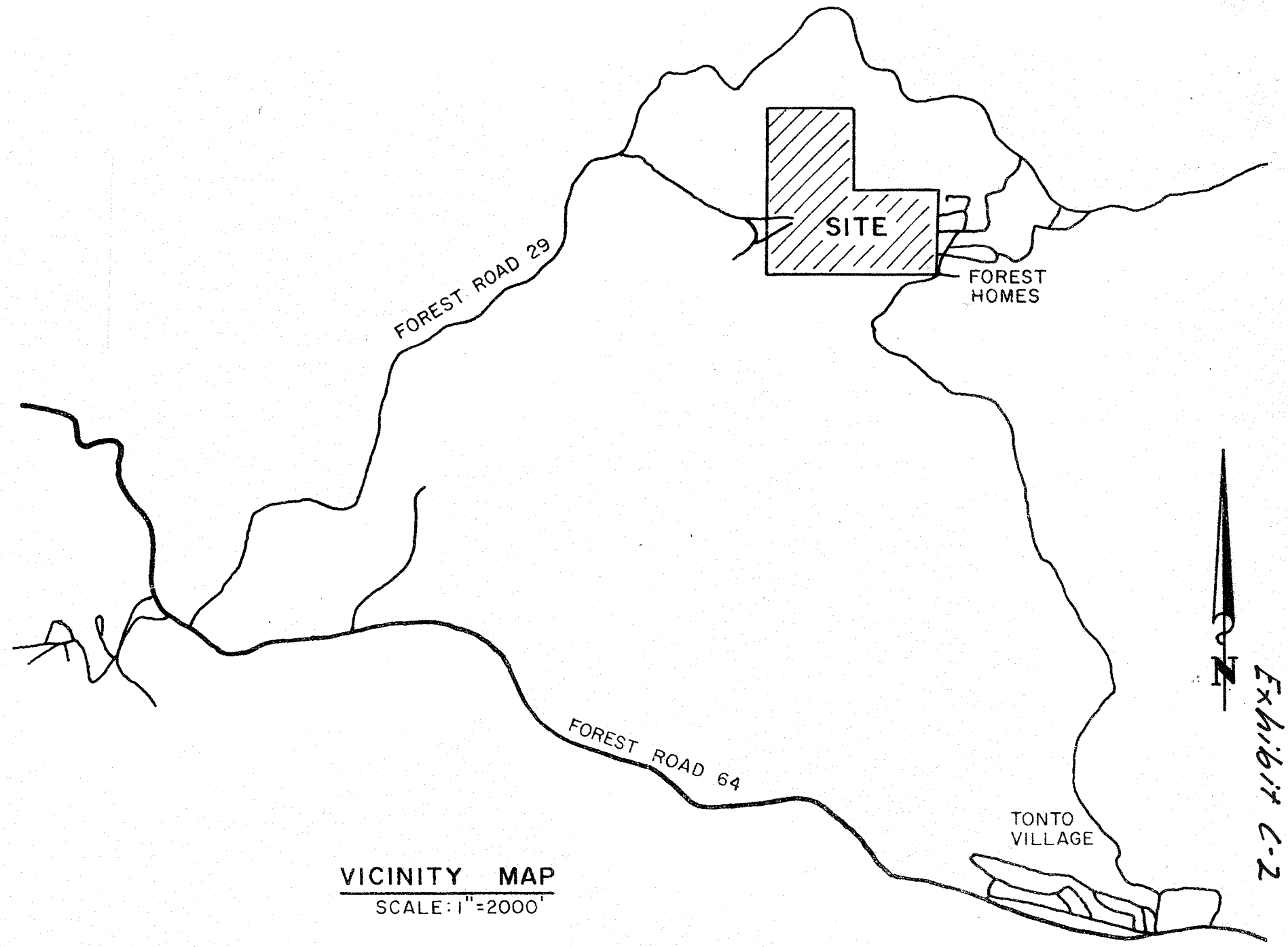
	Jan - Dec 11	Jan - Dec 10	$ Change	% Change
Total Other Expense	0.00	4,000.00	-4,000.00	-100.0%
Net Other Income	3.14	-3,990.98	3,994.12	100.1%
Net Income	**-1,951.74**	**-2,266.04**	**314.30**	**13.9%**



AREA MAP

NO SCALE

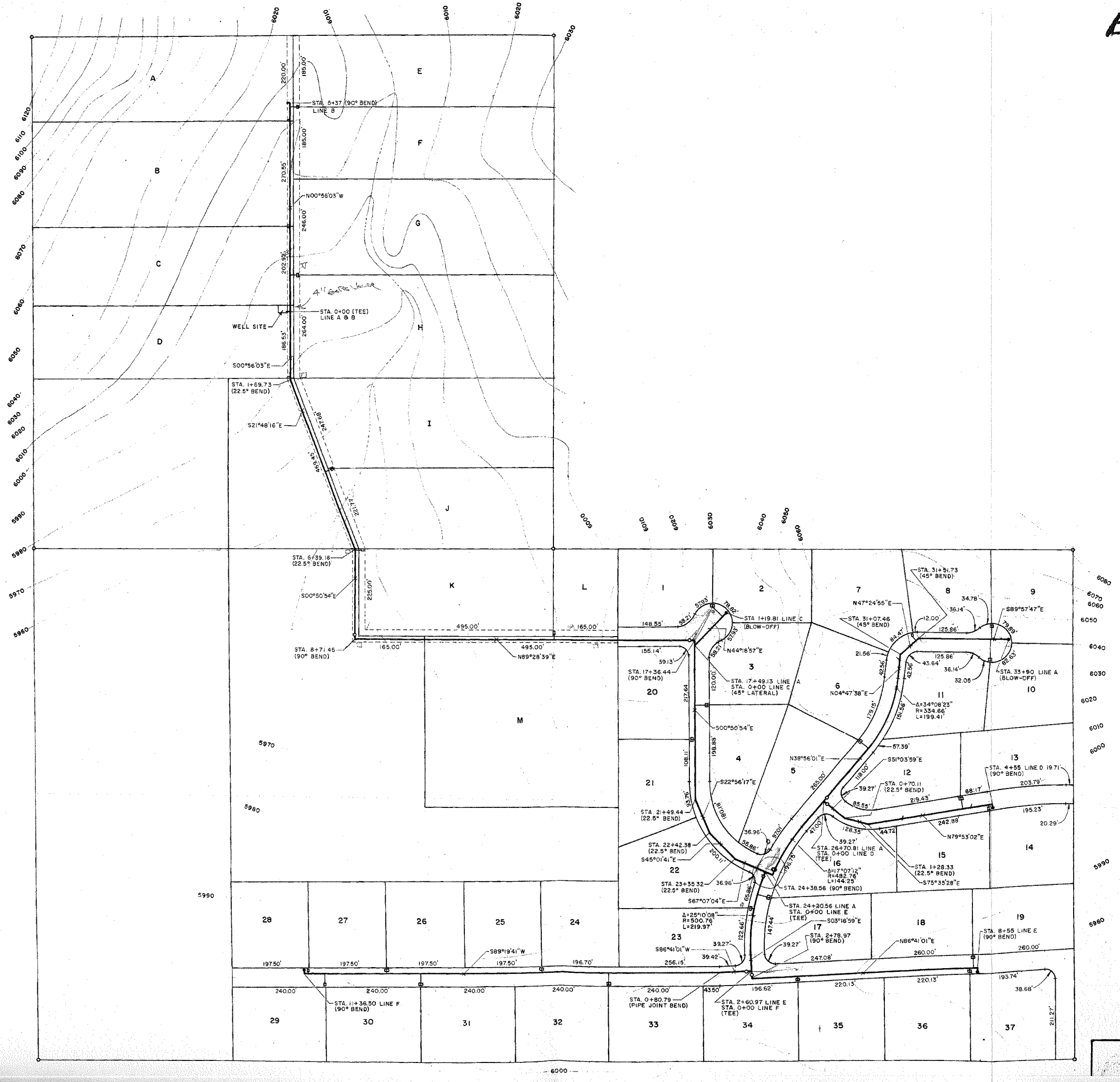
Exhibit C-1

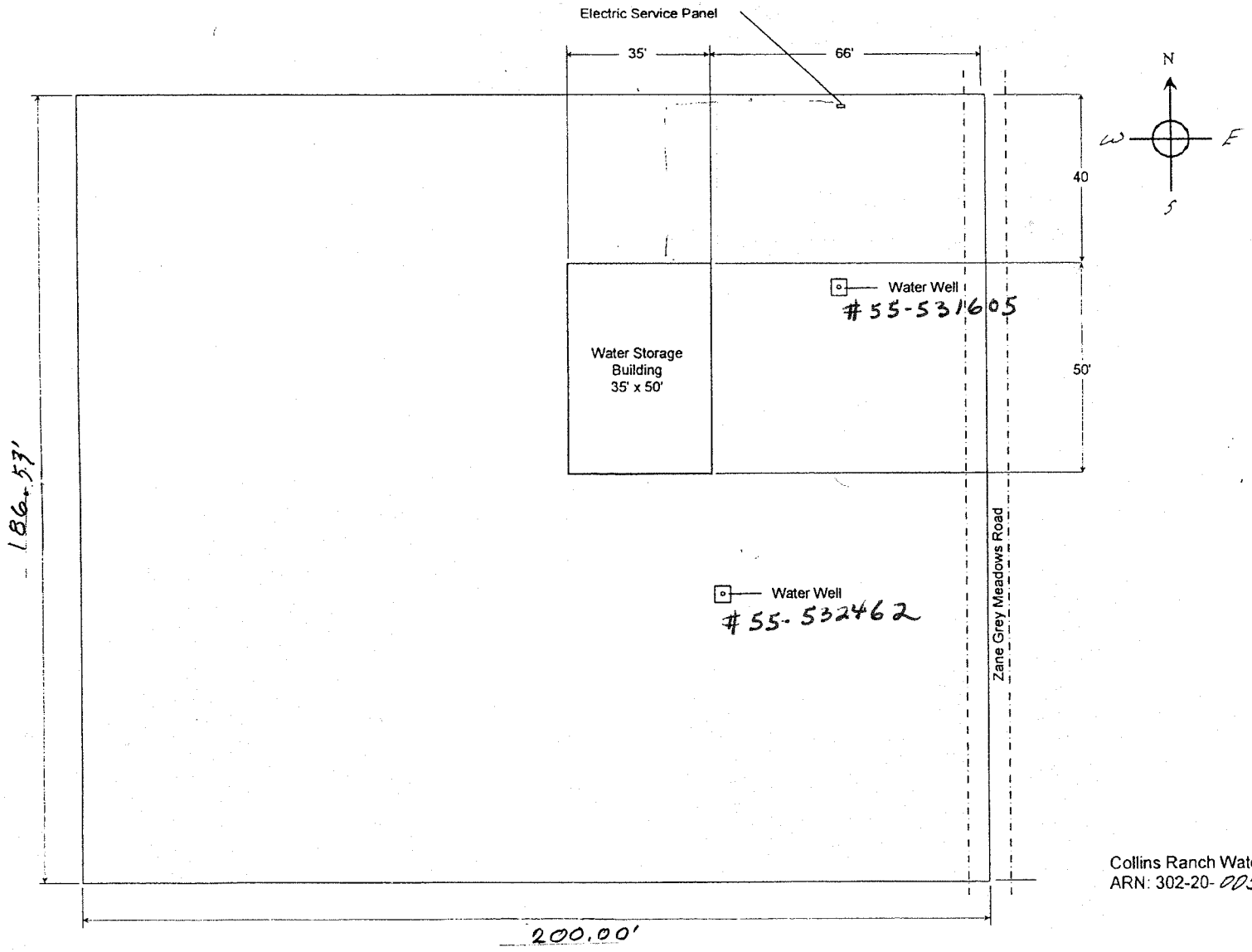


VICINITY MAP
SCALE: 1"=2000'

Exhibit C-2

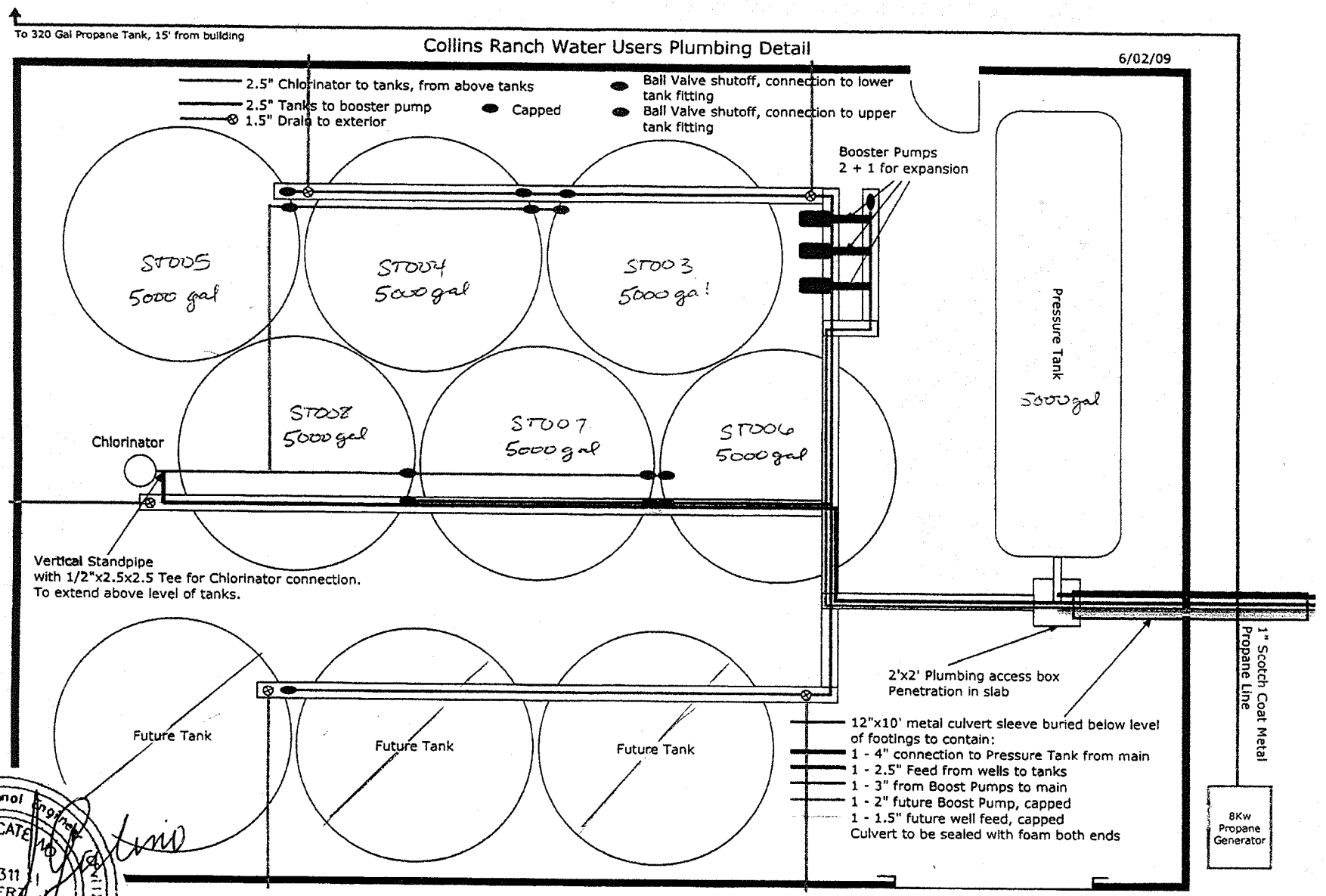
Exhibit D


A
B
C
D
E
F
G
H
I
J
K
L
M
STA. 8+37 (90° BEND) LINE B
N00°56'03"W
STA. 0+00 (TEE) LINE A & B
WELL SITE
S00°56'03"E
STA. 1+69.73 (22.5° BEND)
S21°48'16"E
STA. 6+39.16 (22.5° BEND)
S00°50'54"E
STA. 8+71.45 (90° BEND)
N89°28'39"E
STA. 1+19.81 LINE C (BLOW-OFF)
N44°16'57"E
STA. 17+49.13 LINE A STA. 0+00 LINE C (45° LATERAL)
STA. 17+36.44 (90° BEND)
S00°56'54"E
S22°56'17"E
STA. 21+49.44 (22.5° BEND)
STA. 22+42.38 (22.5° BEND)
S45°01'41"E
STA. 23+35.32 (22.5° BEND)
S67°07'04"E
STA. 0+80.79 (PIPE JOINT BEND)
STA. 11+36.50 LINE F (90° BEND)
S89°19'41"W
S86°41'01"W
STA. 2+60.97 LINE E STA. 0+00 LINE F (TEE)
STA. 24+38.56 (90° BEND)
STA. 24+20.56 LINE A STA. 0+00 LINE E (TEE)
Δ=25°10'08" R=500.76' L=219.97'
S03°16'59"E
STA. 2+78.97 (90° BEND)
N86°41'01"E
STA. 26+70.81 LINE A STA. 0+00 LINE D (TEE)
Δ=17°07'1/2" R=482.76' L=144.25'
STA. 1+28.33 (22.5° BEND)
S75°35'28"E
N79°53'02"E
STA. 0+70.11 (22.5° BEND)
S51°03'59"E
N38°56'01"E
STA. 31+51.73 (45° BEND)
N47°24'55"E
STA. 31+07.46 (45° BEND)
Δ=34°08'23" R=334.66' L=199.41'
N04°47'38"E
STA. 33+90 LINE A (BLOW-OFF)
S89°57'47"E
STA. 4+55 LINE D (90° BEND)
STA. 8+55 LINE E (90° BEND)
4" Gate Valve
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37
6000



Collins Ranch Water Users Assoc.
ARN: 302-20-005

Exhibit E



Registered Professional Engineer
CERTIFICATE NO.
43111
ROBERT J.
GULINO
Date signed 1-24-11
ARIZONA, U.S.A.

EXPIRES 12/31/2011

Exhibit F

Exhibit G

Collin's Ranch Water Users' Association, Inc.

The following Date approvals chronicle the developmental history of the Association's water system.

May 22, 1976	Earliest date of ownership by an Association member (Allen and Glen Brooks.)
October 2, 1985	Well permit obtained from the Arizona Department of Water Recourses (registration #55-512522) for development of the point of diversion.
January 26, 1987	System approved for construction by the Arizona Department of Health, file $86-691.
June 29, 1987	The Association was approved as a non-profit Arizona Corporation.
November 6, 1987	Easement granted and recorded with Gila County. (Belnap grantor)
October 19, 1987	Construction of the Association's water system was approved by the Arizona Department of Environmental Quality, file #04-099.
November 30, 1987	The Association was granted a service area Franchise by Gila County, Docket 721, p. 265.
November 1, 1988	Public Utility and Roadway Easements filed. (Grantor Dom Com)
April 20, 1988	The Association was adjudicated a non-public water company by the Arizona Corporation Commission, Civil Action #87-146; Docket No. U-2501-87-198, Decision E 55944.
July 10, 1991	Original Well (registration #55-512511) officially abandoned and replaced by the following two combined wells.
April 12, 1991	New well (registration #55-531605).
July 16, 1991	New well (registration #55-532462).
June 13, 2007	Internal Revenue Service approves tax-exempt status for the Association as a 501(c)(12).
May 17, 2012	Gila County issued a Certificate of Occupancy for new water storage facility on the well site consisting of metal building 35 X 50 feet and six 5,000 gallon storage tanks.

ARF-1544 **Regular Agenda Item 4- A**

Regular BOS Meeting

Meeting Date: 12/04/2012

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

Information

Request/Subject

Board of Supervisors' 2012 Annual Property Tax Sale/Auction of properties deeded to the State of Arizona by the County Treasurer in 2012.

Background Information

Arizona Revised Statutes (A.R.S.) § 42-18301 through 42-18303 outlines the procedures related to the responsibilities of the County Board of Supervisors once a property has been deeded by the County Treasurer to the State of Arizona. Every year the Gila County Board of Supervisors conducts a sale/auction of all properties that have been deeded to the State by the Treasurer in the current calendar year. This sale typically takes place in November or December.

A.R.S. § 42-18303 states, "The board of supervisors may accept an offer from, and sell real property held by this state by tax deed to, the county or a city, town of special taxing district in the county for a public purpose related to transportation or flood control..." On October 16, 2012, the Board of Supervisors authorized the Chief Deputy Clerk of the Board to remove certain properties from the 2012 BOS Annual Property Tax Sale/Auction list, and to collect the money and prepare the paperwork to sell those properties to Gila County, City of Globe, and Town of Payson.

Evaluation

According to state statutes, a list of the properties held by the state by tax deed was prepared on or before the first Monday in November. The list includes a full description of each parcel; name of the former owner, if known; and the total lien amount which includes the total amount of taxes, interest, penalties, fees and costs, including the unpaid charges of the county treasurer and recorder. The list was published on the County's website on October 29, 2012, and advertised in the official newspaper of the County for three weeks prior to the sale/auction; October 31, November 14 and November 28. The list was also made available to the public at the office of the Board of Supervisors on October 29th.

There are ten (1) properties to be sold at the auction, as follows: 101-07-019; 101-07-079; 101-07-139; 101-10-009; 102-13-019-Q; 102-31-013-G; 201-08-067-F; 204-03-028; 204-15-023; 206-21-015; 206-21-054; 206-21-068-A; 206-23-131; 207-09-181; 207-15-052; 207-15-140-D; 208-11-017; 302-60-192; 303-08-023 and 304-14-004-G.

Conclusion

All of the applicable statutory requirements have been met with regard to these newly deeded parcels of land; therefore it is appropriate for the Board to conduct the sale/auction.

Recommendation

The Chief Deputy Clerk of the Board recommends that a sale/auction of all newly deeded State-owned properties be held during a regular meeting of the Board on Tuesday, December 4, 2012.

Suggested Motion

Supervisors' Annual Property Tax Sale/Auction for the sale of real property deeded to the state of Arizona by Treasurer's Deed in the year 2012.
(Tommie Martin/Marian Sheppard)

Attachments

101-07-019
101-07-079
101-07-139
101-10-009
102-13-019-Q
102-31-013-G
201-08-067-F
204-03-028
204-15-023
206-21-015
206-21-054
206-21-068-A
206-23-131
207-09-181
207-15-052
207-15-140-D
208-11-017
302-60-192
303-08-023
304-14-004-G

2012-009833 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **101-07-019**

DESCRIBED AS : **LOT 6 OF BLOCK 2, HAYDEN TOWNSITE PLAT 170, = 0.07 AC, SECTION 11 T5S R15E**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012** .

COUNTY TREASURER SEAL GILA COUNTY ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
1-21-2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property owned by:

GRIJALVA ENRIQUE S AND SYLVIA G
ESTATE OF MARY G. GRIJALVA

and situated in Gila County, Arizona:
PARCEL # 101-07-019

Legal Description: LOT 6 BLOCK 2, HAYDEN TOWNSITE PLAT 170, = 0.07 AC, SECTION 11 T5S R15E

which on the **9 th** day of **February 2007**, was sold to

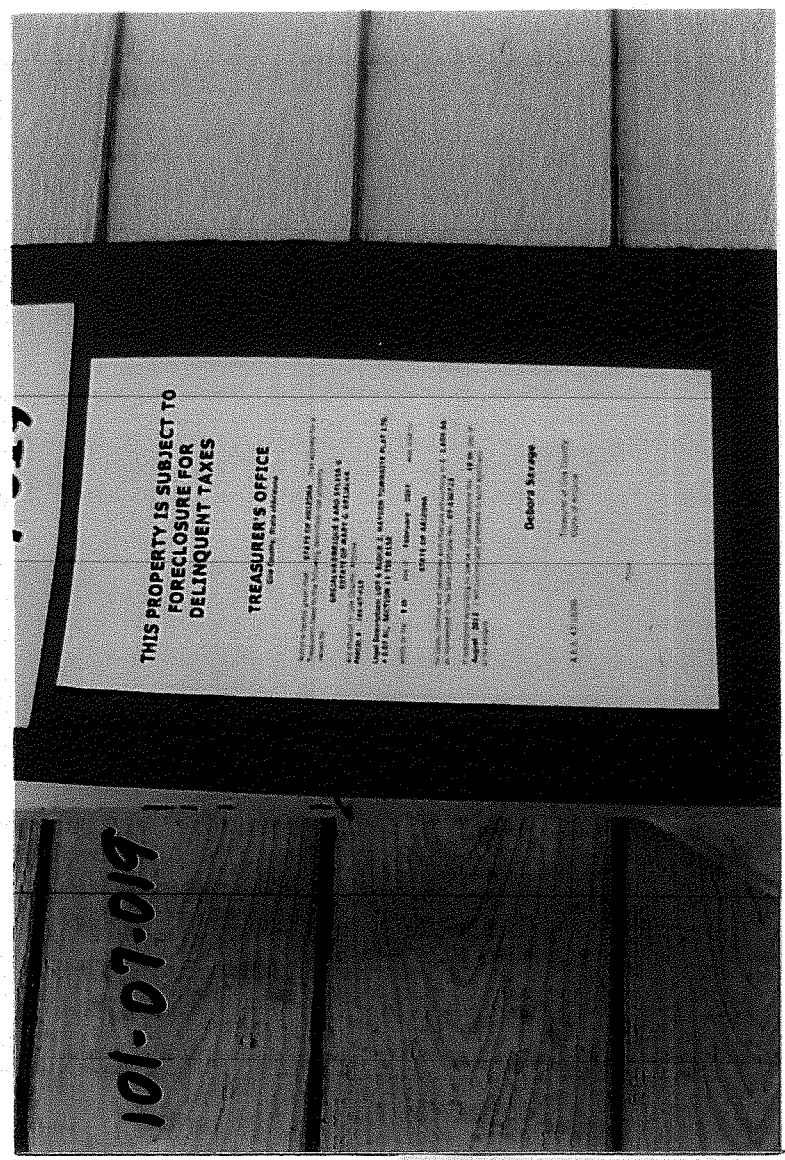
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **2699.68** plus $50 clerk's administrative fee = $2749.68
as represented in Tax Sale Certificate No. **07-030723**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



June 22, 2012

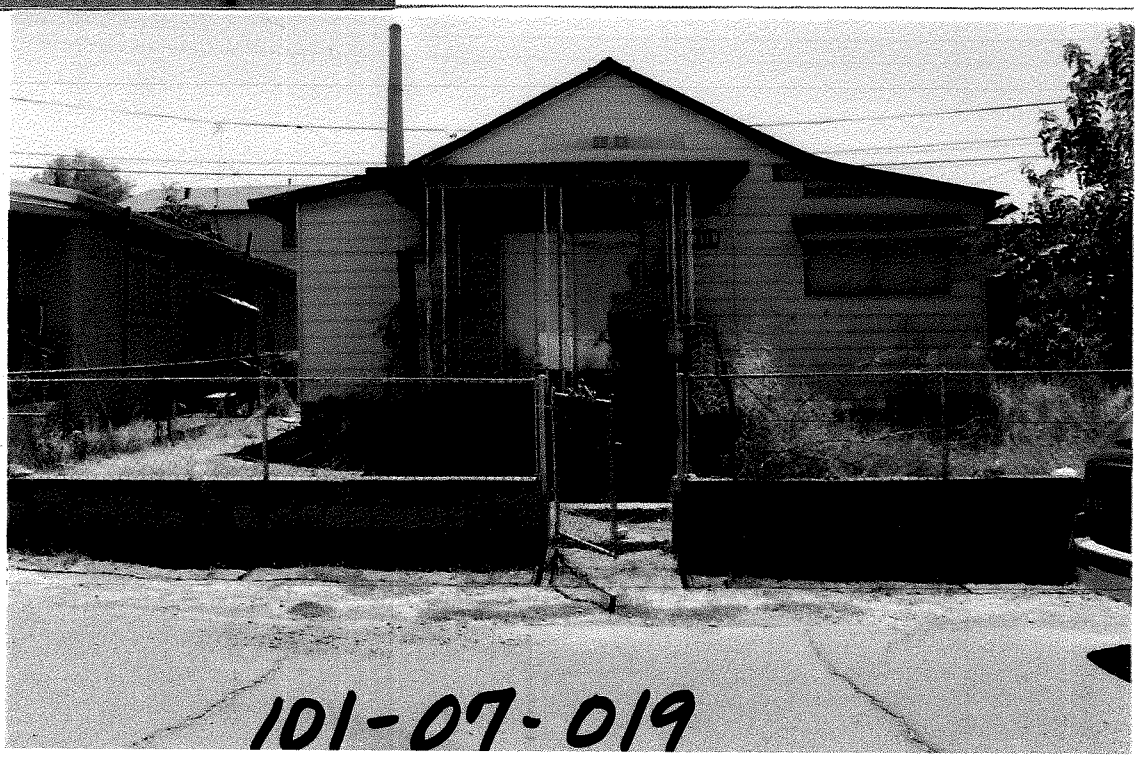
101-07-019

Hayden

688 N. Utah Ave

Abandon home and lot

Battery to Camera
Died -
MS



2012-009834 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **101-07-079**

DESCRIBED AS: **LOT 9 IN BLOCK 5 HAYDEN TOWNSITE PLAT 170, SEC 11 T5S R15E, = 0.07 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property owned by:

CULLEN BRIDGET M

and situated in Gila County, Arizona:
PARCEL # 101-07-079

Legal Description: LOT 9 BLOCK 5 HAYDEN TOWNSITE PLAT 170, SEC 11 T5S R15E, = 0.07 AC

which on the **9 th** day of **February 2007**, was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **2306.44** + $50.00 clerk's admin fee = 2356.44
as represented in Tax Sale Certificate No. **07-030731**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona

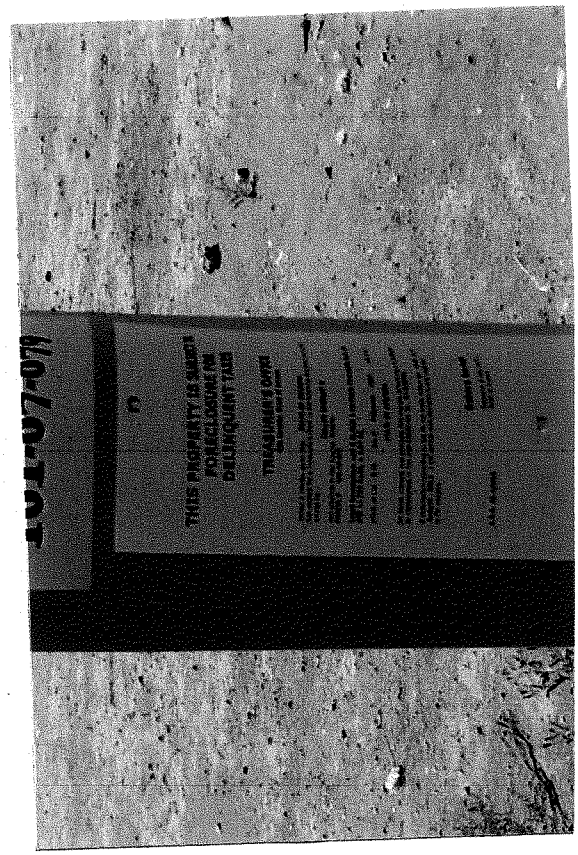
June 22, 2012

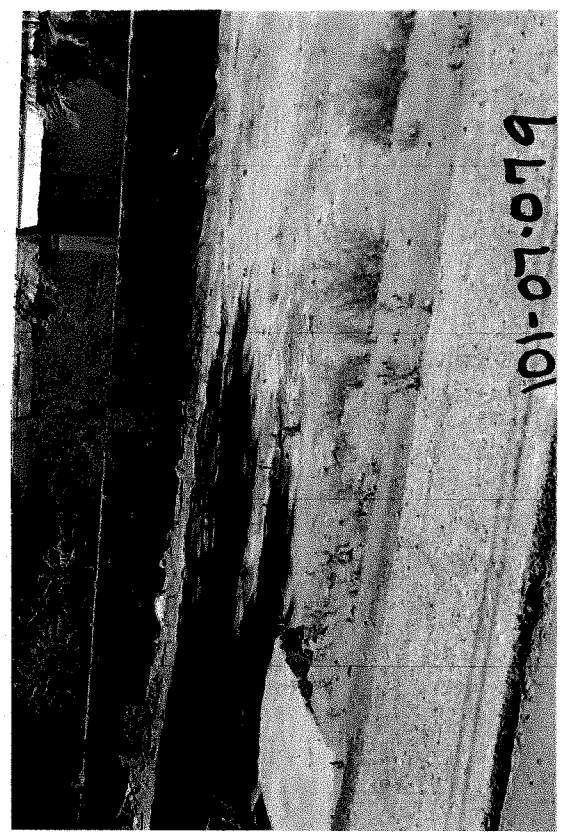
101-07-079

Hayden

632 N Utah Ave

Vacant Lot on the corner 5 th and Utah





2012-009835 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August**, **2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **101-07-139**

DESCRIBED AS : **LOT 28 IN BLK 21 OF HAYDEN TOWNSITE OF PLAT 170; SEC 11 T5S R15E**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012**

COUNTY TREASURER SEAL GILA COUNTY, ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

HUNSAKER MARY LOU

and situated in Gila County, Arizona:
PARCEL # 101-07-139

Legal Description: HAYDEN TWNS LOT 28 BLK 21

which on the **9 th** day of **February 2007**, was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **5062.79** + 50.00 Clerk's admin fee = 5112.79 as represented in Tax Sale Certificate No. **07-030736**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona

June 22, 2012

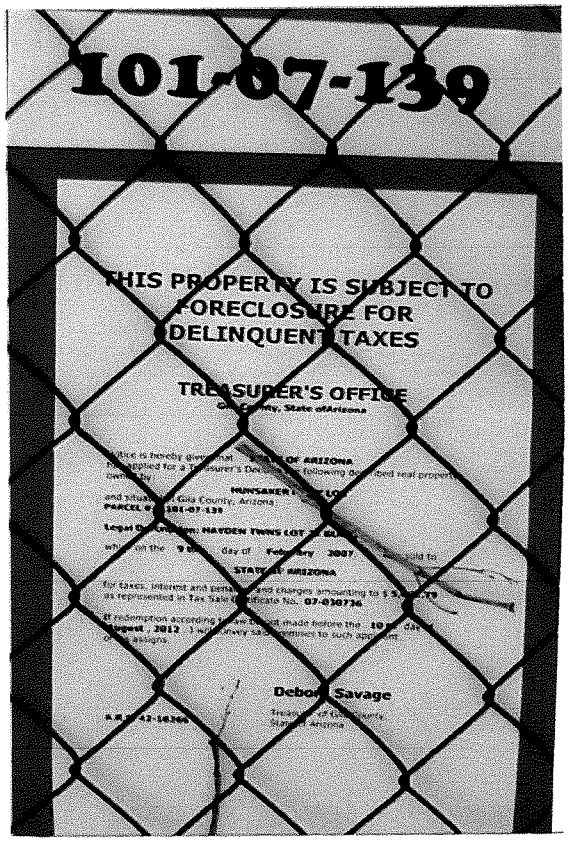
101-07-139

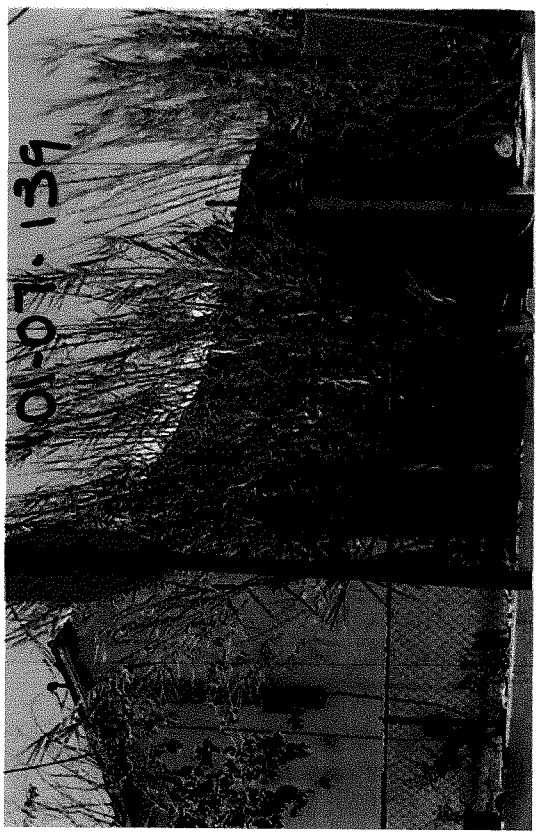
Hayden

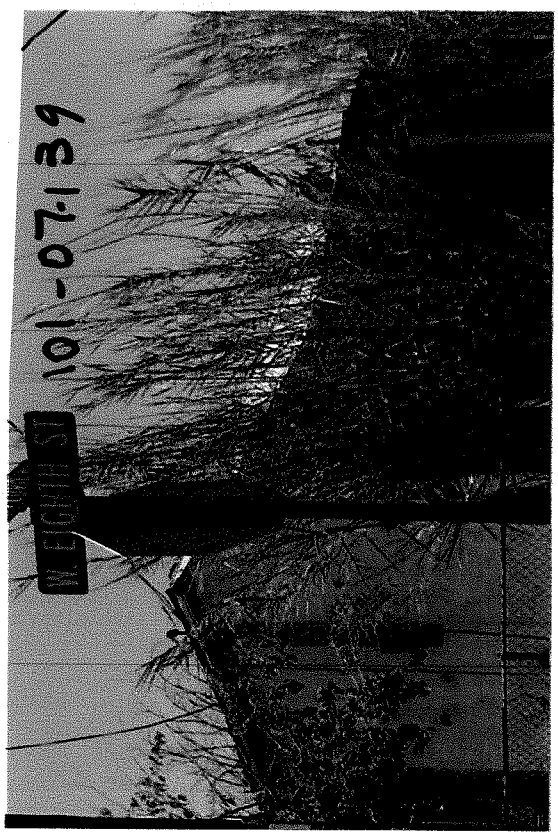
636 N San Pedro

Abandon home and lot

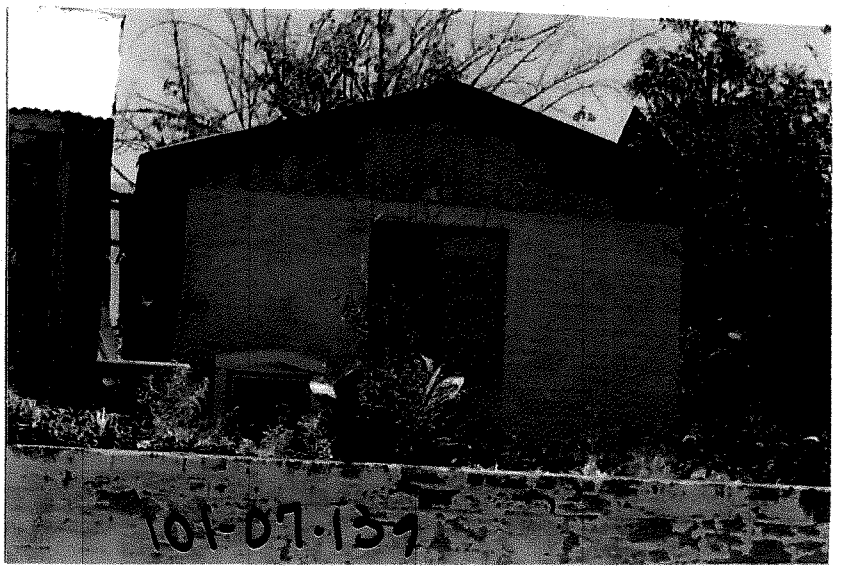
San Pedro and 8 th Street

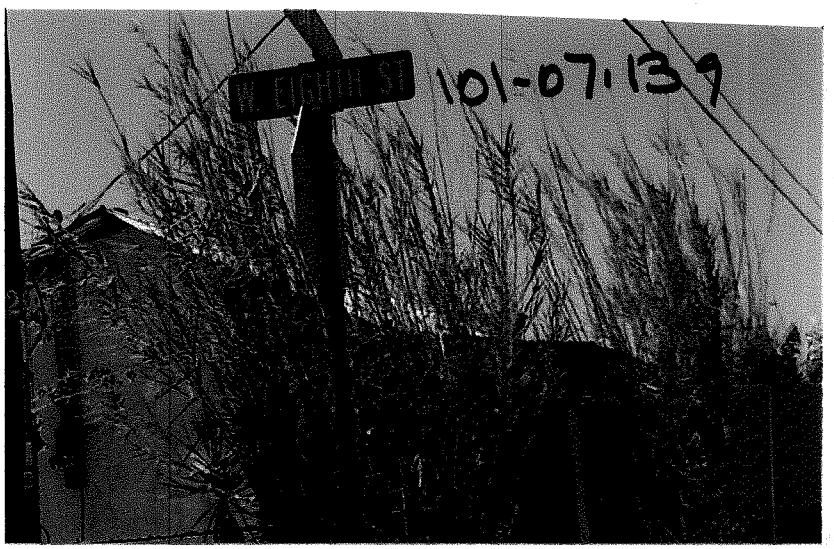


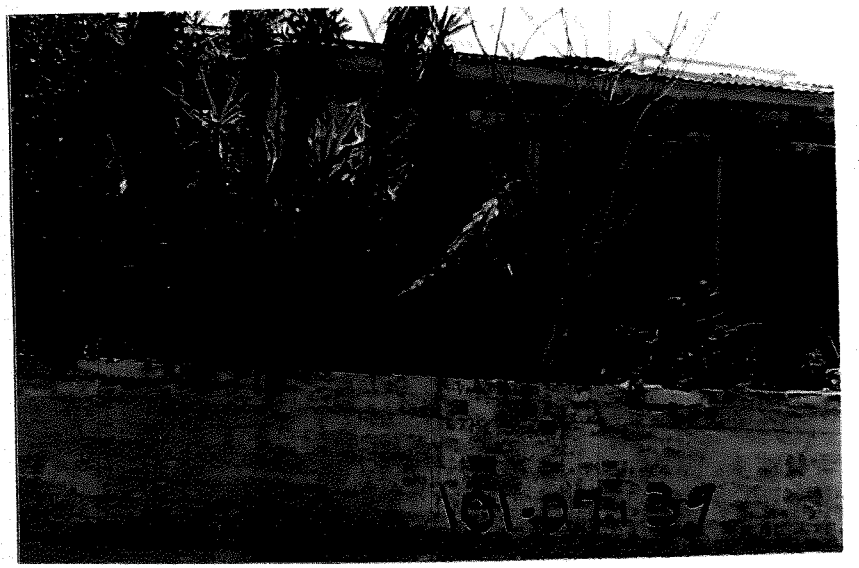




101-07-139


101-07-139


101-07-139


101-07-139

2012-009836 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August**, **2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **101-10-009**

DESCRIBED AS : **LOT 9 IN MOUNTAIN VIEW SUB, PLAT 237;SEC 23 T5S R15E**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property owned by:

JACKSON CURTIS

and situated in Gila County, Arizona:
PARCEL # 101-10-009

Legal Description: MOUNTAIN VIEW SUB LOT 9

which on the **11 th** day of **February 2005**, was sold to

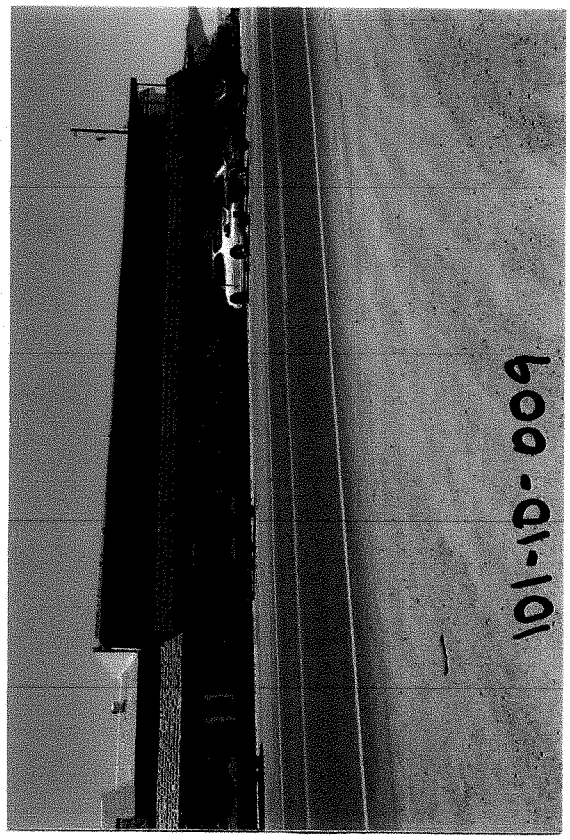
STATE OF ARIZONA

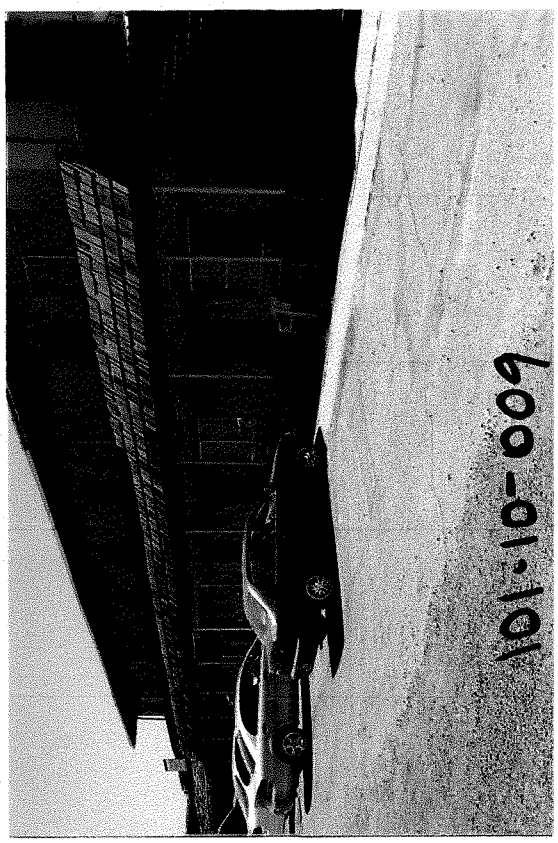
for taxes, interest and penalties and charges amounting to **98451.26** +50.00 clerk's admin fee = 98501.26
as represented in Tax Sale Certificate No. **05-029556**

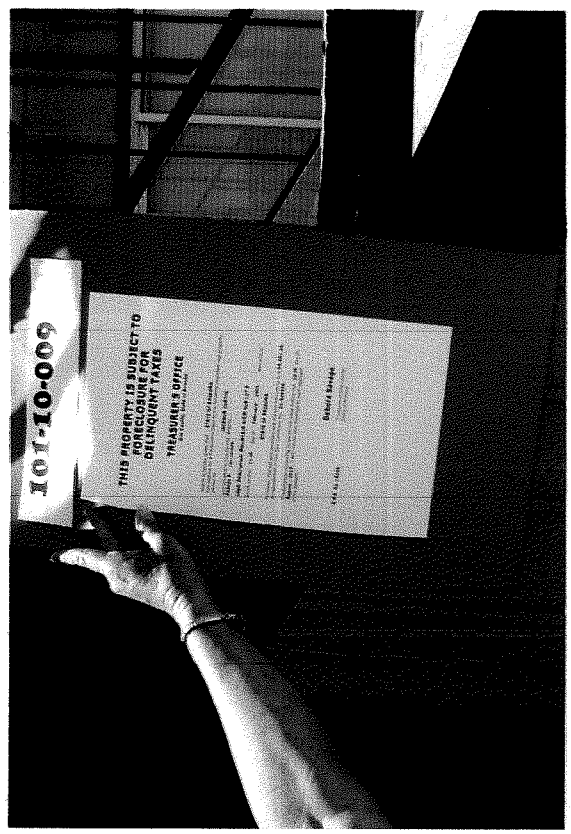
If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona







June 22, 2012

101-10-009

Winkelman

600 Morris Road

Hotel

2012-009837 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **102-13-019-Q**

DESCRIBED AS : **PORTION PARCEL "C" OF ROS 677, BEING A PT OF HES 163 IN SEC 2 T1N R15E; COMM AT COR #6 HES 163; TH N88° 11' W , 143.08'; TH N 34°39'21" E, 75.0' TO POB; TH N37°30'39",W 31.0'; TH N34°15'E, 25.0'; TH N 47°45'E, 89.59'; TH N37°45'E 65.0'; TH S88°11'20"E 7.0'; TH S34°39'21",W 190.45'; TO POB**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012**

COUNTY TREASURER SEAL GILA COUNTY ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property owned by:

ESPARZA EDWARDO

and situated in Gila County, Arizona:
PARCEL # 102-13-019-Q

Legal Description: POR PARCELCOF RECORD OF SURVEY 677 BEING PT HES 163 IN SECTION 2 T1N R15E; COMM AT COR #6 HES 163; TH N88-11W 143.08'; TH N34-39-21E 75' TO POB; TH N37-30-39W 31'; TH N34-15E 25'; TH N 47-45E 89.59'; TH N37-45E 65;' TH S88-11-20E 7'; THS34-39-21W 190.45'; TO POB;=.07 ACRES M/L OUT OF PARCEL(102-13-019H).

which on the **9 th** day of **February 2007**, was sold to

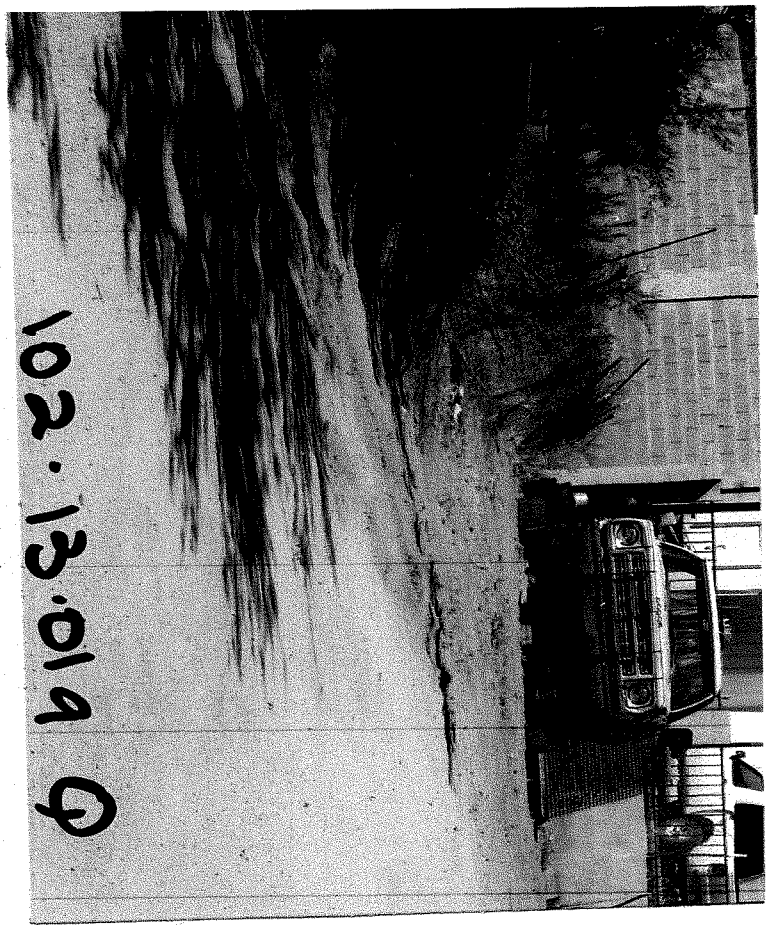
STATE OF ARIZONA

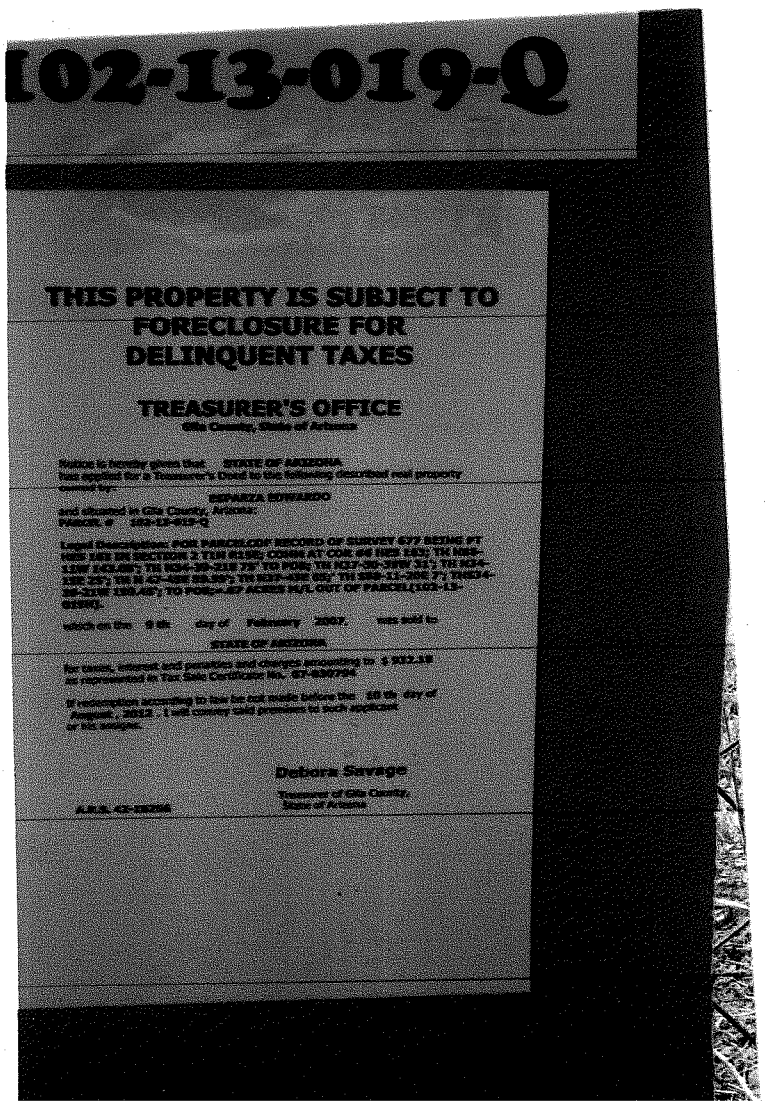
for taxes, interest and penalties and charges amounting to **932.18** + 50.00 clerk's admin fee = 982.18
as represented in Tax Sale Certificate No. **07-030794**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona





June 22, 2012

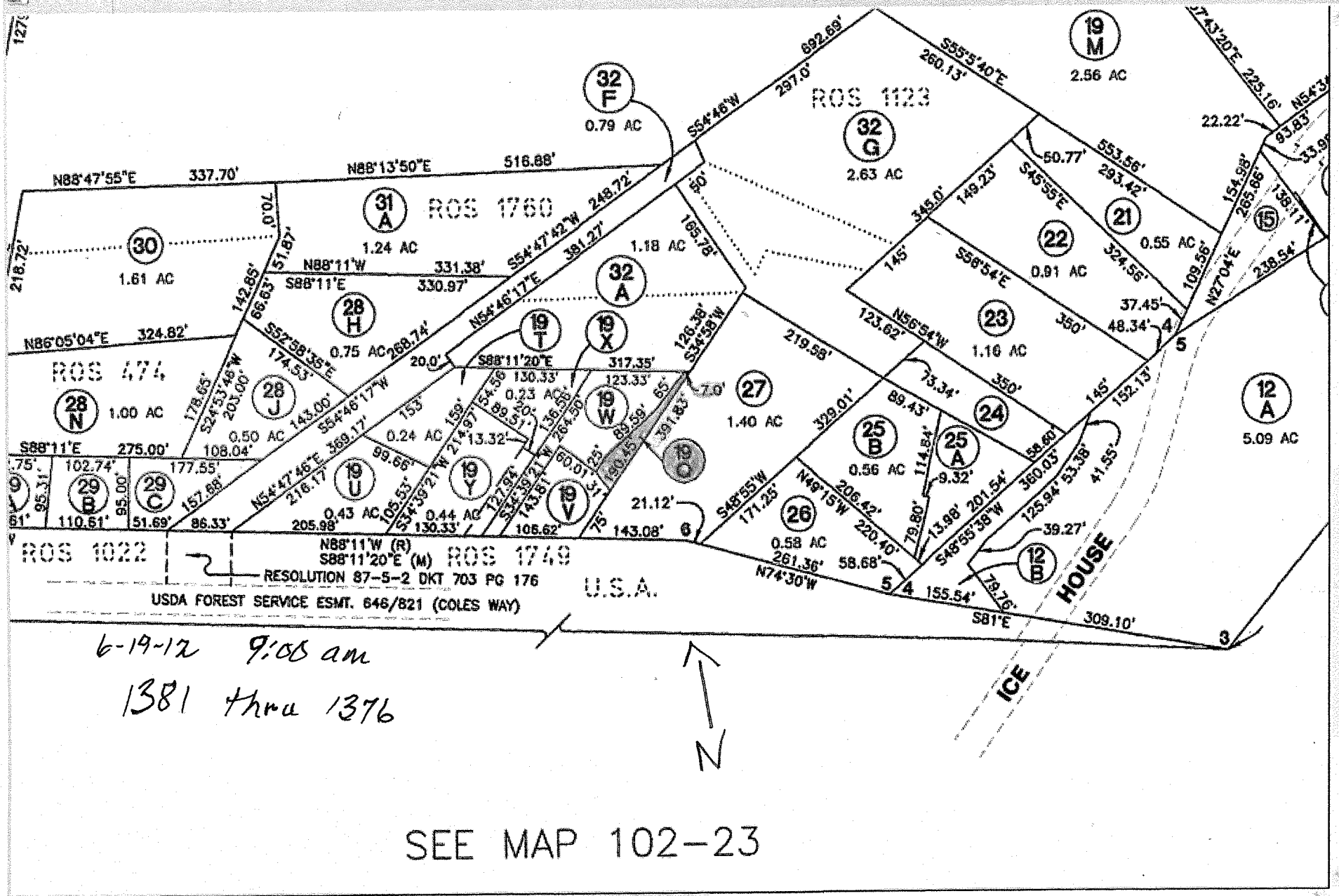
102-13-019-Q

Globe

Ice House Canyon

Within the property owned by Casillas 7572 E. Cardinal Lane

102-13.019 Q


ROS 1123
ROS 1760
ROS 474
ROS 1022
ROS 1749
U.S.A.
ICE HOUSE
RESOLUTION 87-5-2 DKT 703 PG 176
USDA FOREST SERVICE ESMT. 646/821 (COLES WAY)
N88°47'55"E 337.70'
N88°13'50"E 516.88'
N88°11'W 331.38'
S88°11'E 330.97'
N86°05'04"E 324.82'
S88°11'E 275.00'
N88°11'W (R)
S88°11'20"E (M)
S81°E 309.10'
N74°30'W
S48°55'W
N49°15'W
S48°55'38"W
S55°5'40"E 260.13'
S54°46'W 297.0'
S54°47'42"W 248.72'
N54°46'17"E 381.27'
S52°58'35"E 174.53'
S24°53'46"W 203.00'
N54°47'46"E 369.17'
S34°39'21"W 214.97'
S34°58'W 126.38'
N56°54'W 123.62'
S58°54'E 350'
S45°55'E 149.23'
N27°04'E 238.54'
S34°39'21"W 143.81'
S34°58'W 391.83'
N54°34'
S45°55'E 50.77'
S48°55'38"W 125.94'
S81°E 155.54'
N27°04'E 109.56'
S45°55'E 553.56'
S58°54'E 324.56'
N56°54'W 350'
S48°55'W 171.25'
N49°15'W 206.42'
S48°55'38"W 360.03'
S48°55'W 261.36'
N54°34'
S54°46'W 692.69'
S54°47'42"W 248.72'
N54°46'17"E 268.74'
S88°11'20"E 317.35'
S88°11'E 108.04'
S88°11'E 177.55'
S88°11'E 102.74'
S88°11'E 110.61'
S88°11'E 95.31'
S88°11'E 95.00'
S88°11'E 157.68'
S88°11'E 143.00'
S88°11'E 143.08'
S88°11'E 205.98'
S88°11'E 130.33'
S88°11'E 130.33'
S88°11'E 106.62'
S88°11'E 105.53'
S88°11'E 99.66'
S88°11'E 216.17'
S88°11'E 178.65'
S88°11'E 142.85'
S88°11'E 66.63'
S88°11'E 51.87'
S88°11'E 70.0'
S88°11'E 218.72'
S88°11'E 174.53'
S88°11'E 268.74'
S88°11'E 165.78'
S88°11'E 219.58'
S88°11'E 329.01'
S88°11'E 206.42'
S88°11'E 220.40'
S88°11'E 201.54'
S88°11'E 360.03'
S88°11'E 125.94'
S88°11'E 53.38'
S88°11'E 41.55'
S88°11'E 39.27'
S88°11'E 309.10'
S88°11'E 225.16'
S88°11'E 93.83'
S88°11'E 138.11'
S88°11'E 265.66'
S88°11'E 154.98'
S88°11'E 109.56'
S88°11'E 238.54'
S88°11'E 152.13'
S88°11'E 145'
S88°11'E 350'
S88°11'E 350'
S88°11'E 324.56'
S88°11'E 293.42'
S88°11'E 149.23'
S88°11'E 345.0'
S88°11'E 145'
S88°11'E 123.62'
S88°11'E 73.34'
S88°11'E 89.43'
S88°11'E 114.84'
S88°11'E 9.32'
S88°11'E 79.80'
S88°11'E 13.98'
S88°11'E 58.60'
S88°11'E 41.55'
S88°11'E 39.27'
S88°11'E 79.76'
S88°11'E 155.54'
S88°11'E 309.10'
S88°11'E 225.16'
S88°11'E 93.83'
S88°11'E 138.11'
S88°11'E 265.66'
S88°11'E 154.98'
S88°11'E 109.56'
S88°11'E 238.54'
S88°11'E 152.13'
S88°11'E 145'
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S88°11'E 350'
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S88°11'E 149.23'
S88°11'E 345.0'
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S88°11'E 123.62'
S88°11'E 73.34'
S88°11'E 89.43'
S88°11'E 114.84'
S88°11'E 9.32'
S88°11'E 79.80'
S88°11'E 13.98'
S88°11'E 58.60'
S88°11'E 41.55'
S88°11'E 39.27'
S88°11'E 79.76'
S88°11'E 155.54'
S88°11'E 309.10'
19 M 2.56 AC
32 F 0.79 AC
32 G 2.63 AC
31 A 1.24 AC
30 1.61 AC
28 H 0.75 AC
32 A 1.18 AC
19 T
19 X
19 W
19 Q
19 U
19 Y
19 V
28 N 1.00 AC
28 J 0.50 AC
29 B
29 C
27 1.40 AC
26 0.58 AC
25 B 0.56 AC
25 A
24
23 1.16 AC
22 0.91 AC
21 0.55 AC
15
12 A 5.09 AC
12 B
6-19-12 9:00 am
1381 thru 1376
N
SEE MAP 102-23

2012-009838 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **102-31-013-G**

DESCRIBED AS : **BEG SE COR PARCEL "3" ROS 2681;TH N89°55'49" W 20.0';TH N18°14' 29" E 518. 92';TH S22°55' 45" E 49.0';TH S19°55' 9" W 475.25' POB; NW½ SEC 25 T2S R15E;=0.30 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

BUTLER MICHAEL T & PATRICIA A

and situated in Gila County, Arizona:
PARCEL # 102-31-013-G

Legal Description: BEG SE COR PCL 3 ROS 2681;TH N89D55'49 W 20';TH N18D14'29 E 518. 92';TH S22D55'45 E 49';TH S19D55'9 W 475.25' POB;NW4 SEC 25 T2S R15E;=0.30 AC M/L (OUT OF 102-31-013D)

which on the **9 th** day of **February 2007**, was sold to

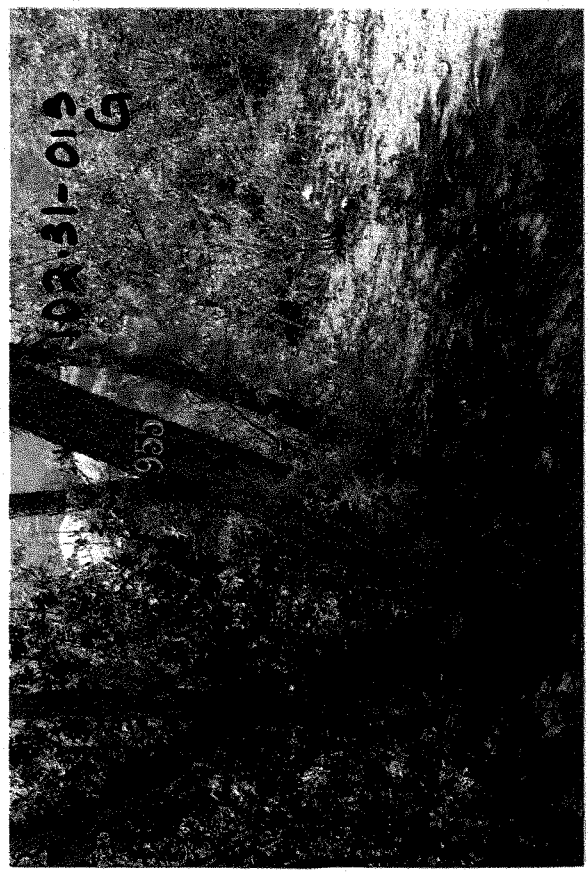
STATE OF ARIZONA

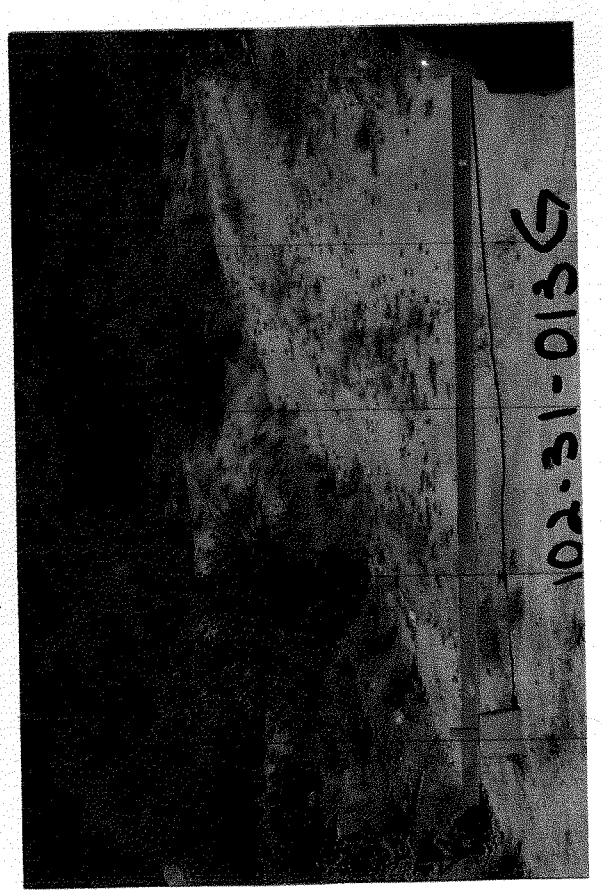
for taxes, interest and penalties and charges amounting to **711.30** + 50.00 Clerks admin fee = 761.30 as represented in Tax Sale Certificate No. **07-030801**

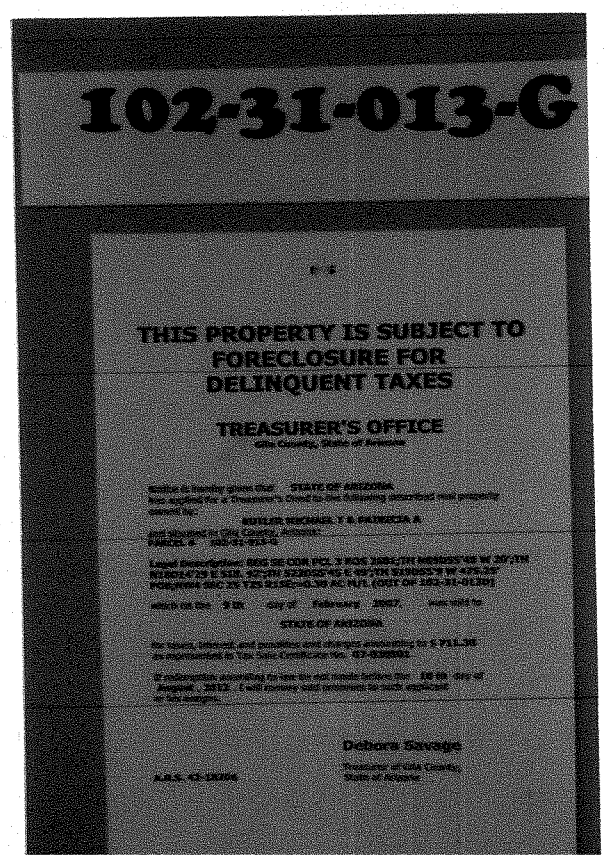
If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona





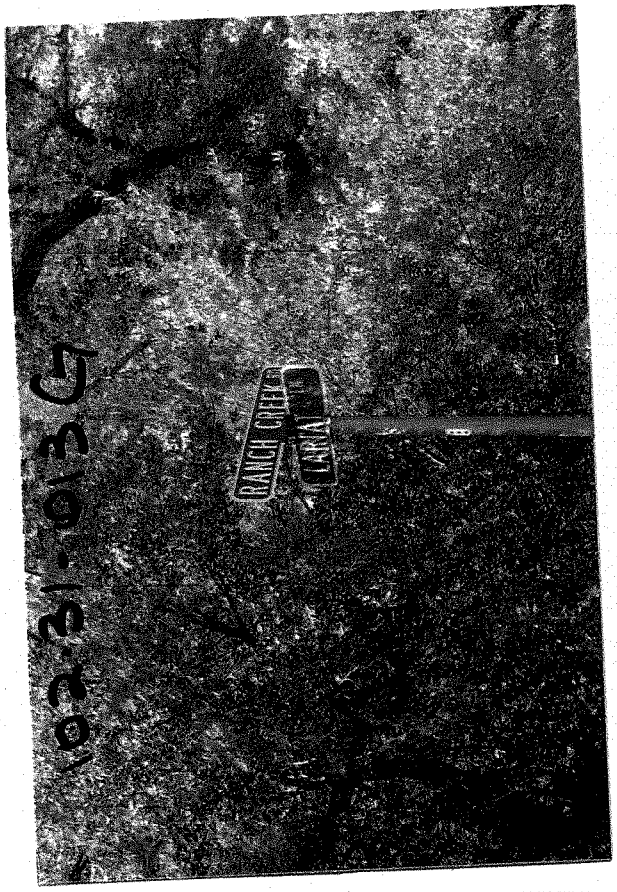


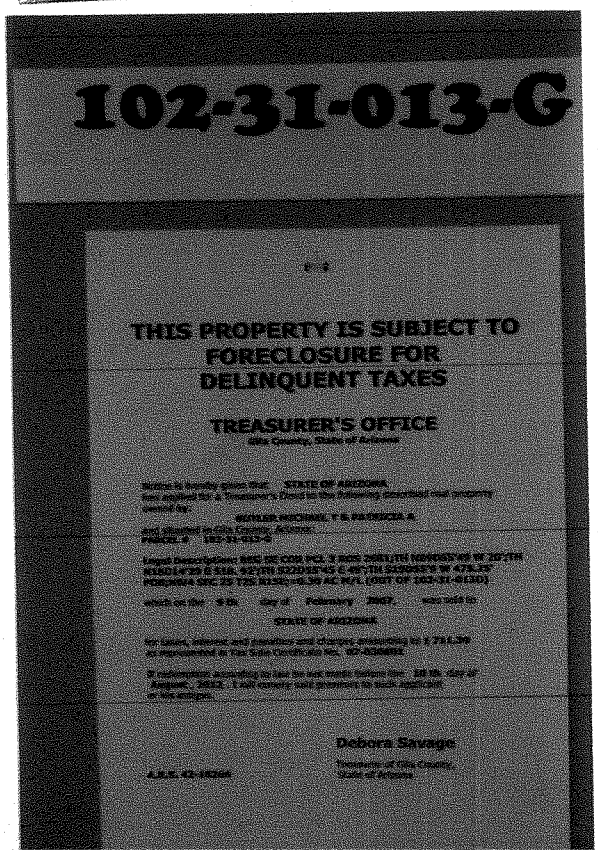
June 22, 2012

102-31-013-G

El Capitan

Road Access between 955 E. Ranch Creek Road and 997 E. Ranch Creek Road





June 22, 2012

102-31-013-G

El Capitan

Road Access between 955 E. Ranch Creek Road and 997 E. Ranch Creek Road

2012-009839 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **201-08-067-F**

DESCRIBED AS : **A PARCEL OF LAND DESC AS: COMM AT THE NE 1/16 COR OF SEC 26 T6N R10E; TH S O°10'34" W, 202.76'; TH N89°47'39" W, 494.06' TO THE POB; TH S24°56'08" E, 365.20'; TH N89°7'39" W, 110.47'; TH N24°56'08" W, 365.20'; TH S89°47'39" E, 110.47' TO THE POB SEC 26 T6N R10E = 0.83 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012** .

Debora Savage
Treasurer of Gila County

COUNTY TREASURER SEAL GILA COUNTY, ARIZONA

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

KNAUER DAVID R & PATRICIA A

and situated in Gila County, Arizona:
PARCEL # 201-08-067-F

Legal Description: A PARCEL OF LAND DESC AS: COMM AT THE NE 1/16 COR OF SEC 26 T6N R10E; TH SOD10'34 W, 202.76'; TH N89D47'39 W, 494.06' TO THE POB; TH S24D56'08D E, 365.20'; TH N89D47'39 W, 110.47'; TH N24D56'08 W, 365.20'; TH S89D47'39 E, 110.47' TO THE POB SEC 26 T6N 510E; = 0.83 AC (OUT OF 201-08-067B)

which on the **9 th** day of **February 2007**, was sold to

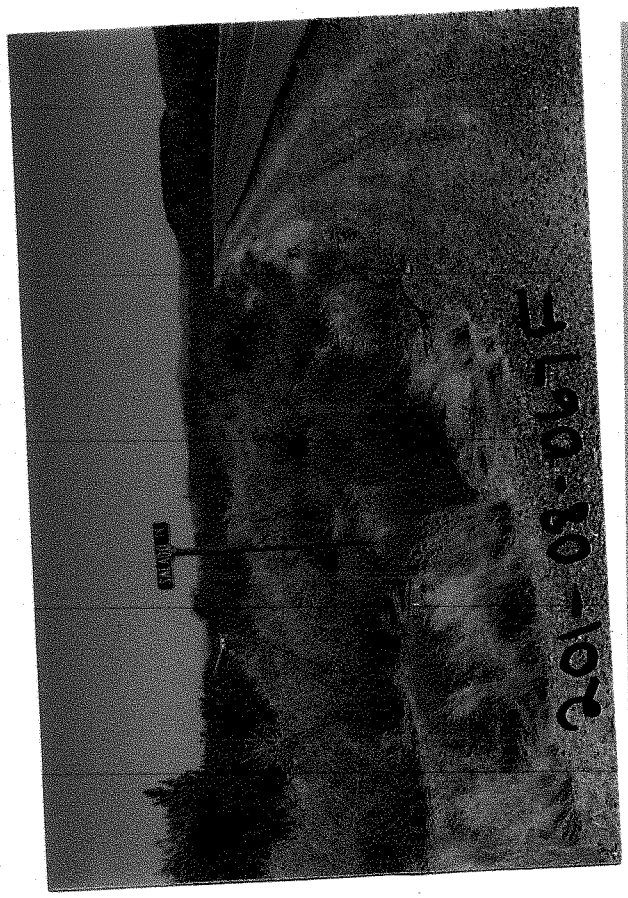
STATE OF ARIZONA

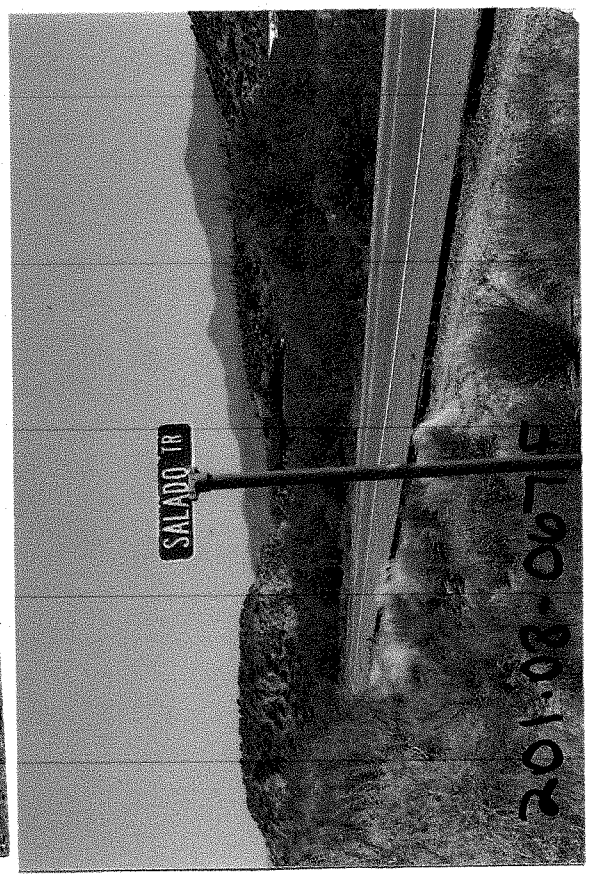
for taxes, interest and penalties and charges amounting to **436.58** + 50.00 clerks admin fee = 486.58 as represented in Tax Sale Certificate No. **07-030816**

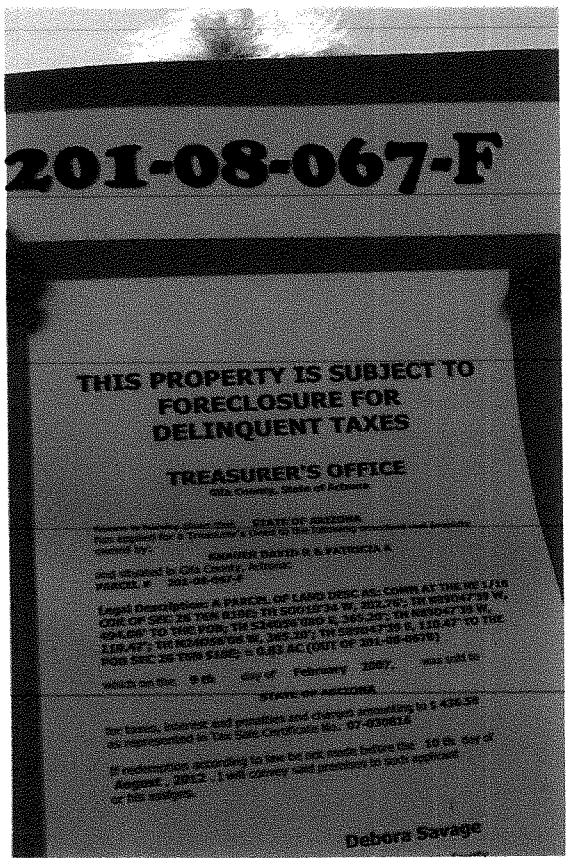
If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona







June 22, 2012

201-08-067-F

Tonto Basin

State Route 188
Centerline West
110.47' by
365.19'North Between
Parkway Drive and
Salado Trail

2012-009840 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **204-03-028**

DESCRIBED AS : **LOT 37 OF ROOSEVELT LAKE ESTATES, PLATS 282 & 283 NW¼ SW¼ SEC 2 T3N R13E= 1.56AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012** .

Debora Savage
Treasurer of Gila County

COUNTY TREASURER SEAL GILA COUNTY ARIZONA

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1.21.2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property owned by:

JOHNSON R BLAIR & JUANITA C

and situated in Gila County, Arizona:
PARCEL # 204-03-028

Legal Description: ROOSEVELT LAKE EST LOT 37

which on the **8 th** day of **February 2001**, was sold to

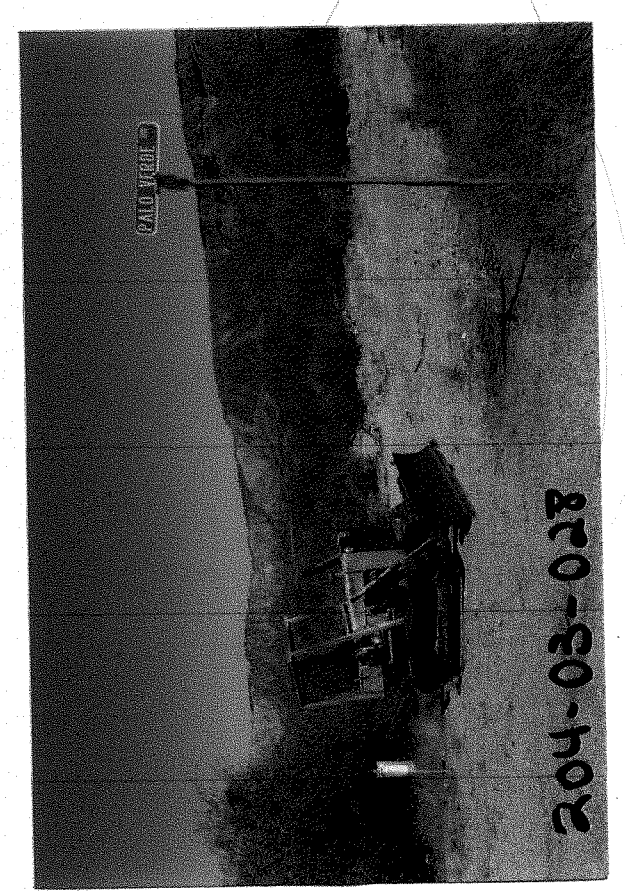
STATE OF ARIZONA

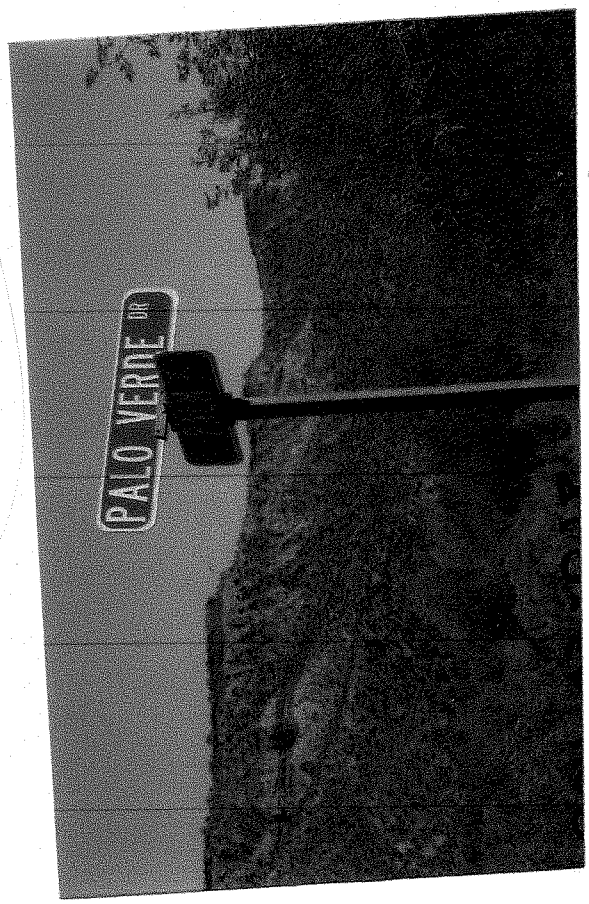
for taxes, interest and penalties and charges amounting to **3374.22** + 50.00 clerk's admin fee = 3424.22
as represented in Tax Sale Certificate No. **01-026861**

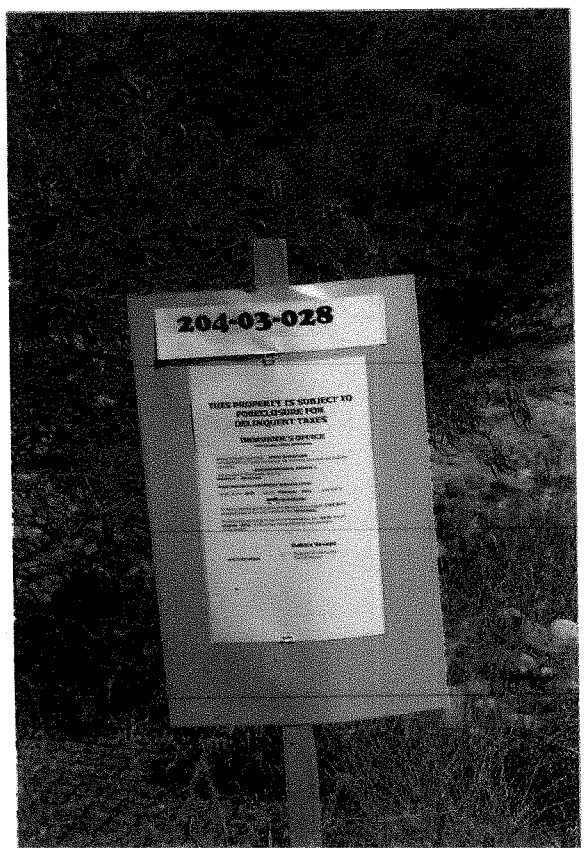
If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona







June 22, 2012

204-03-028

Roosevelt Lake Estates

Corner of PaloVerde Drive and Palm Street

2012-009841 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August**, **2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **204-15-023**

DESCRIBED AS : **LOTS 9 & 10 IN BLOCK 5 OF BULLION PLAZA TOWNSITE, PLAT 43; SEC 25 T1N R14E;**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012**

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property owned by:

WYATT RUBY LEE

and situated in Gila County, Arizona:
PARCEL # 204-15-023

Legal Description: BULLION PLAZA TWNS LOTS 9 10 BLK 5

which on the **11 th** day of **February 2005**, was sold to

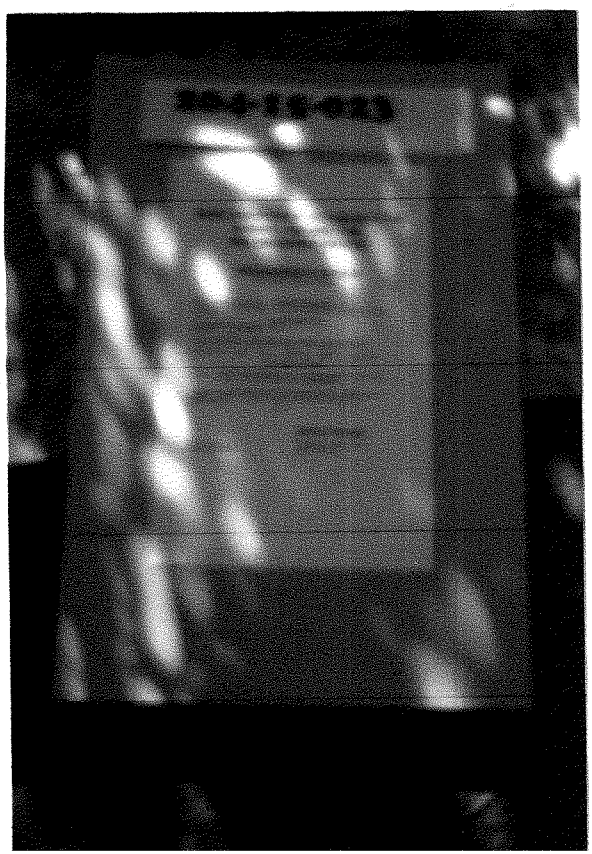
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **3477.59** + 50.00 clerks admin fee = 3527.59
as represented in Tax Sale Certificate No. **05-029659**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



June 19, 2012

204-15-023

Miami

274 N Live Oak Cyn

Bullion Plaza Twns

Abandoned house

2012-009845 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **206-21-015**

DESCRIBED AS : **POR LOT 830, BLK 2, LIVE OAK ADDITION, PLAT 37, BEG AT NW COR LOT 830; TH N44°33'E, 35.0'; TH NWLY, 44.0'; TH S 44°33'W, 35.0';TH SELY,44.0' TO POB SE SW SEC 30 T1N R15E =0.04 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property owned by:

HERNANDEZ ANGIE
AKA ANGIE GAMEZ

and situated in Gila County, Arizona:
PARCEL # 206-21-015

Legal Description: LIVE OAK ADD PT 35X44' LOT 830 BLK 2 26/98

which on the **9 th** day of **February 2007**, was sold to

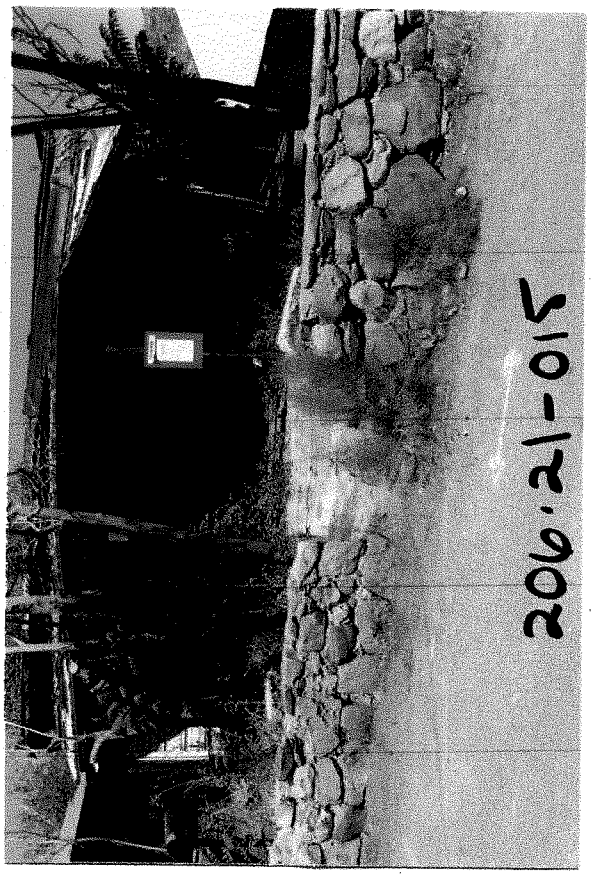
STATE OF ARIZONA

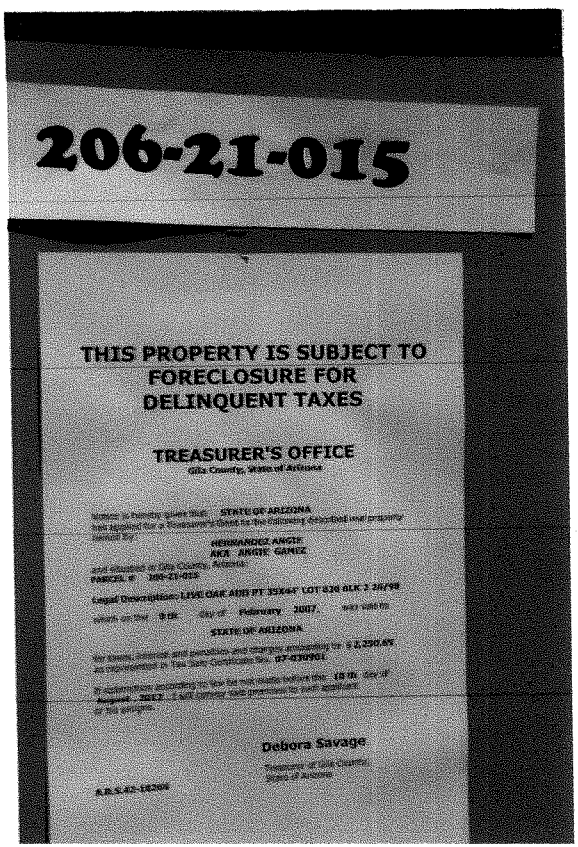
for taxes, interest and penalties and charges amounting to **2250.65** +50.00 clerk's admin fee = 2300.65
as represented in Tax Sale Certificate No. **07-030901**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona





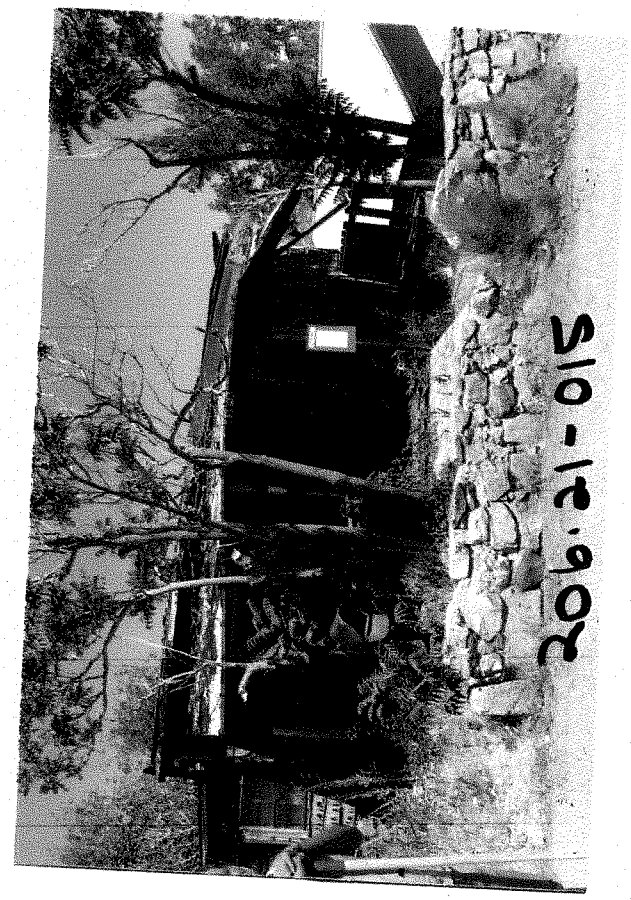
June 19, 2012

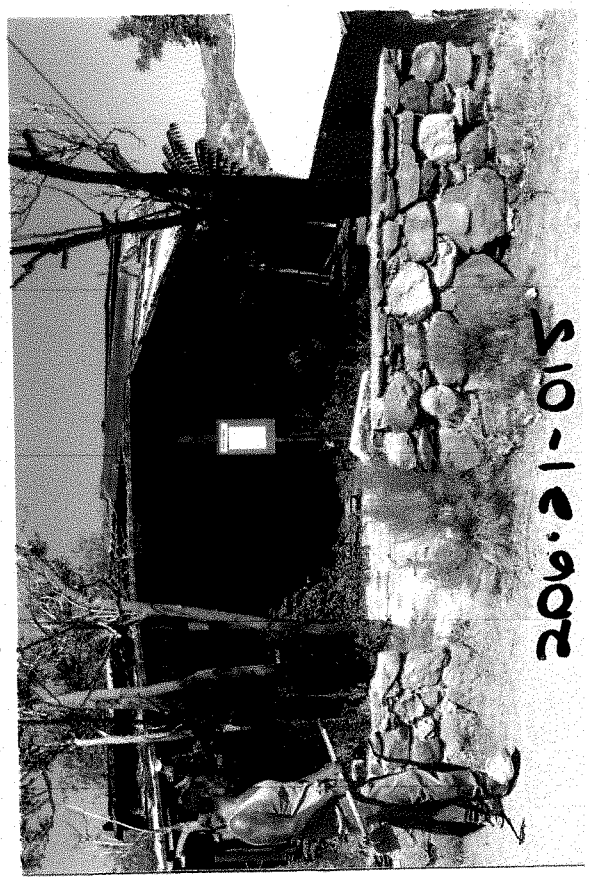
206-21-015

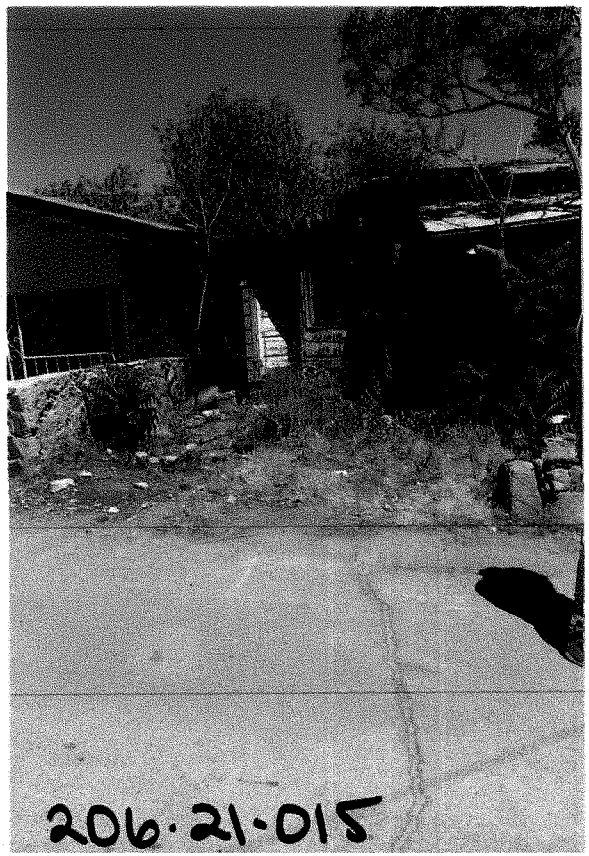
Miami

802 W. Merritt Street

dilapidated - falling down house







June 19, 2012

206-21-015

Miami

802 W. Merritt Street

2012-009846 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August**, **2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **206-21-054**

DESCRIBED AS : **LOT 717, BLK 8, LIVE OAK ADDITION, PLAT 37 SE SW SEC 30 T1N R15E=0.10 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012** .

COUNTY TREASURER SEAL GILA COUNTY, ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

SPENCER ROY W & MARION J

and situated in Gila County, Arizona:

PARCEL # 206-21-054

Legal Description: LIVE OAK ADD LOT 717 BLK 8

which on the **6 th** day of **February 2004**, was sold to

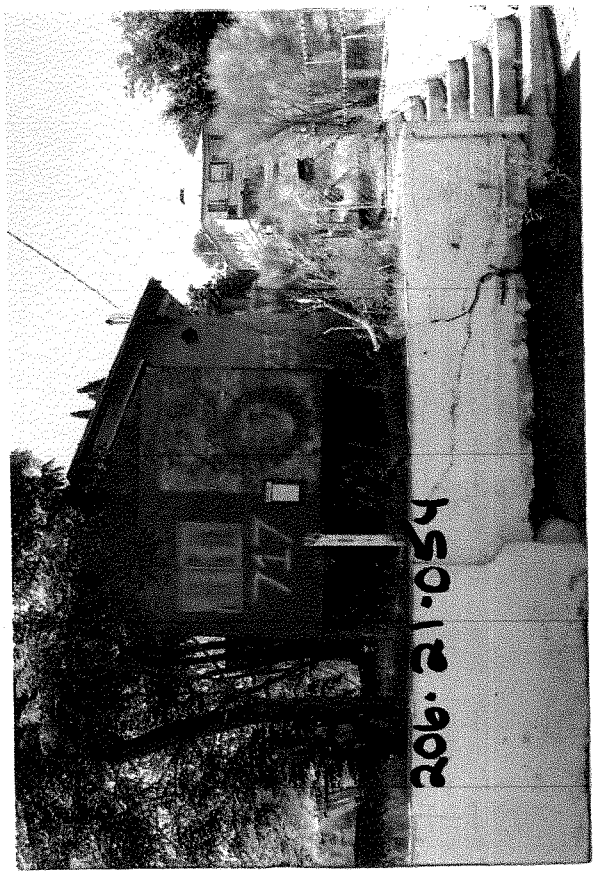
STATE OF ARIZONA

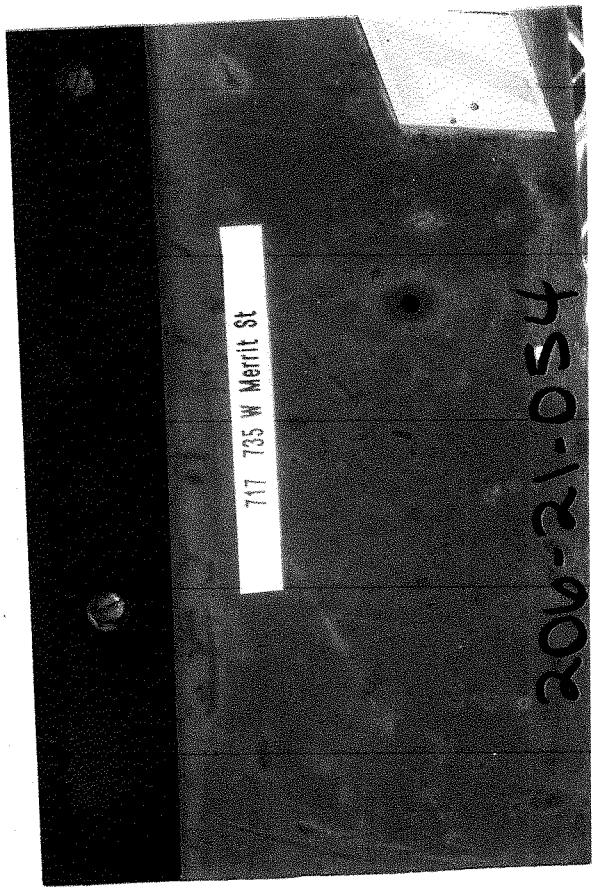
for taxes, interest and penalties and charges amounting to **3037.08** + 50.00 clerk's admin fee = 3087.08 as represented in Tax Sale Certificate No. **04-029096**

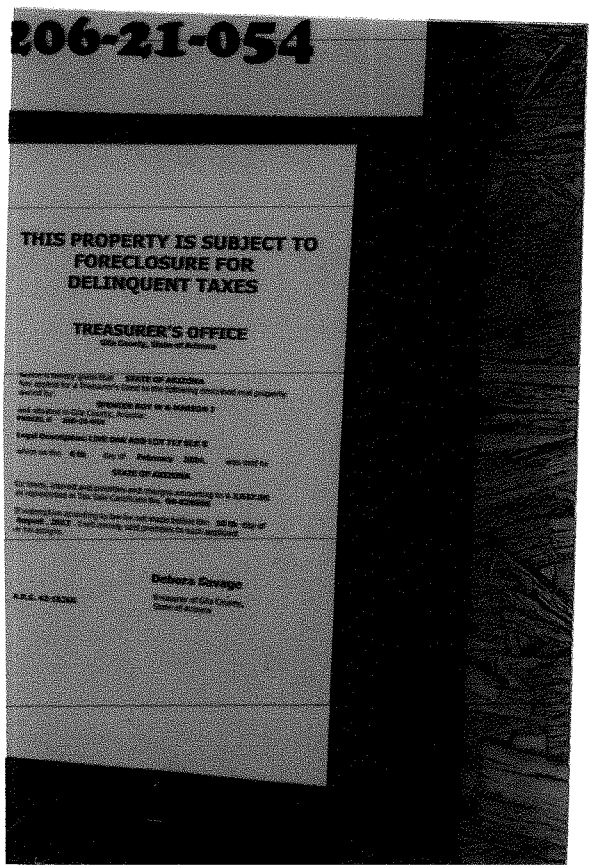
If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona







June 19, 2012

206-21-054

Miami

735 W. Merritt Street

w/abandoned house

2012-009847 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August**, **2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **206-21-068-A**

DESCRIBED AS : **LOT 904 & PT LOT 906 IN BLK 9 LIVE OAK ADDITION TO THE ORIG TWNST OF MIAMI , PLAT 37, BEG SE COR LT 94; TH S 44°33' W 66.67'; TH N 45°27' W 85.59'; TH N 0°10'34"W, 6.29'; TH N 44°33' E, 62.19'; TH S 45°27' E, 90' POB SE¼ SW¼ SEC 30 T1N R15E=0.14 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012**

COUNTY ★ TREASURER ★ SEAL ★ GILA COUNTY ARIZONA ★

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

CHANNELL MARK SHANE & DEBRA LYNN

and situated in Gila County, Arizona:

PARCEL # 206-21-068-A

Legal Description: LOT 904 & PT LOT 906 IN BLK 9 LIVE OAK ADDITION TO THE ORIG TWNST OF MIAMI SEC 30 T1N R15E; BEG SE COR LT 94; TH S 44D33' W 66.67'; TH N 45D27' W 85.59'; TH N 0D10'34W 6.29'; TH N 44D33' E 62.19'; TH S 45D27' E 90' POB; APPROX 0.14 AC M/L

which on the **9 th** day of **February 2007**, was sold to

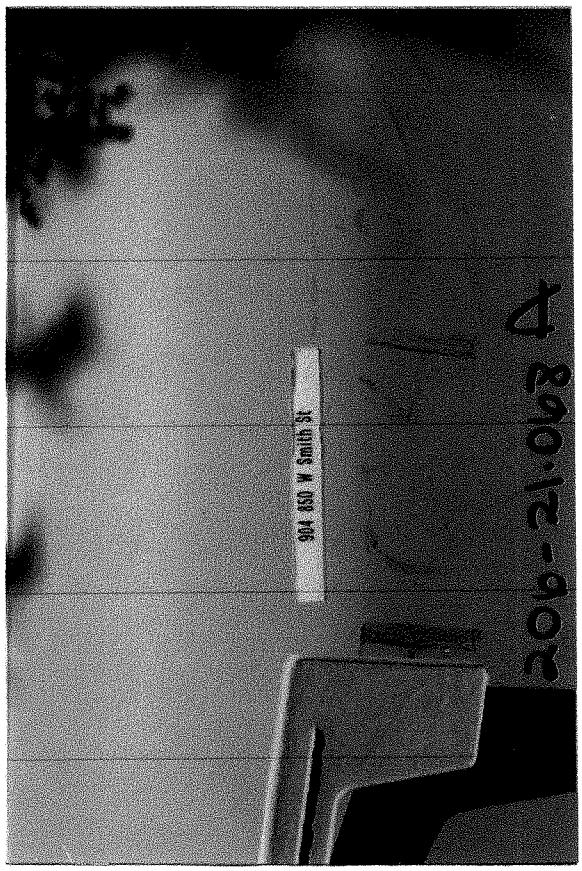
STATE OF ARIZONA

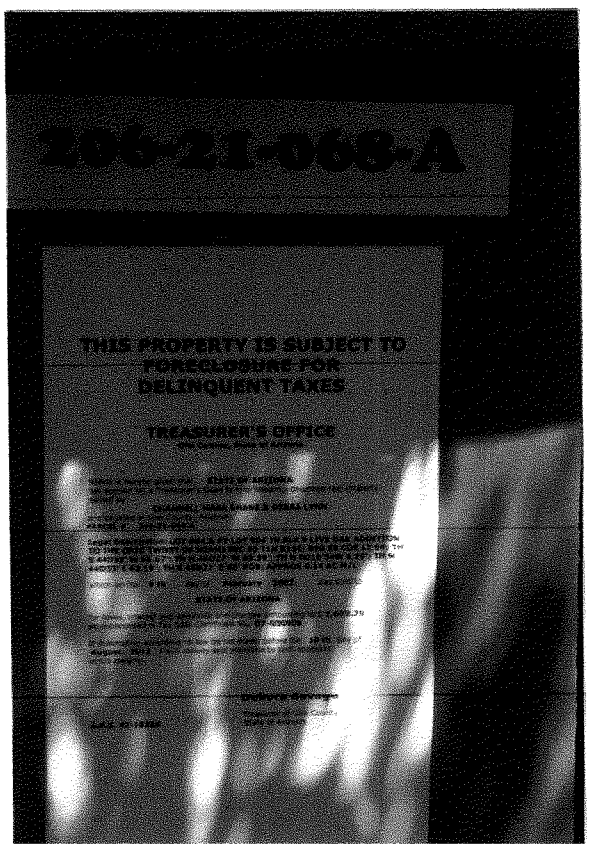
for taxes, interest and penalties and charges amounting to **2609.79**+50.00 clerks admin fee = 2659.79 as represented in Tax Sale Certificate No. **07-030908**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona





June 19, 2012

206-21-068-A

Miami

850 W. Smith Street

this is an abandoned house w/ dilapidated carport

2012-009848 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August**, **2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **206-23-131**

DESCRIBED AS : **PARC OF LAND COMM AT THE INTXN OF THE SW SIDE OF MYRTLE MS 2583 AND NW SIDE OF SULLIVAN AS SHOWN ON THE PLAT OF WEST LIVE OAK ADD TO ORIG TOWNSITE MAP 78; TH S 53°42W, 153.9' TO THE POB;TH S53°42W, 29.06' ; TH N36°18'W; TH N53°42'E,23.46' TH S47°46'E, 41.81'; TH S37°51'E, 31.25' TO THE POB SEC 30 T1N R15E=0.40AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012**

COUNTY TREASURER SEAL GILA COUNTY, ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property owned by:

WEATHERS LAFE L & APRIL S

and situated in Gila County, Arizona:
PARCEL # 206-23-131

Legal Description: PT OF SHO-ME SURVEY #2540 IN ELY PT OF LOTS 4 8 BEING2142 SQ FT SEC 30 1N 15E A PCL OF LAND

which on the **7 th** day of **February 2003**, was sold to

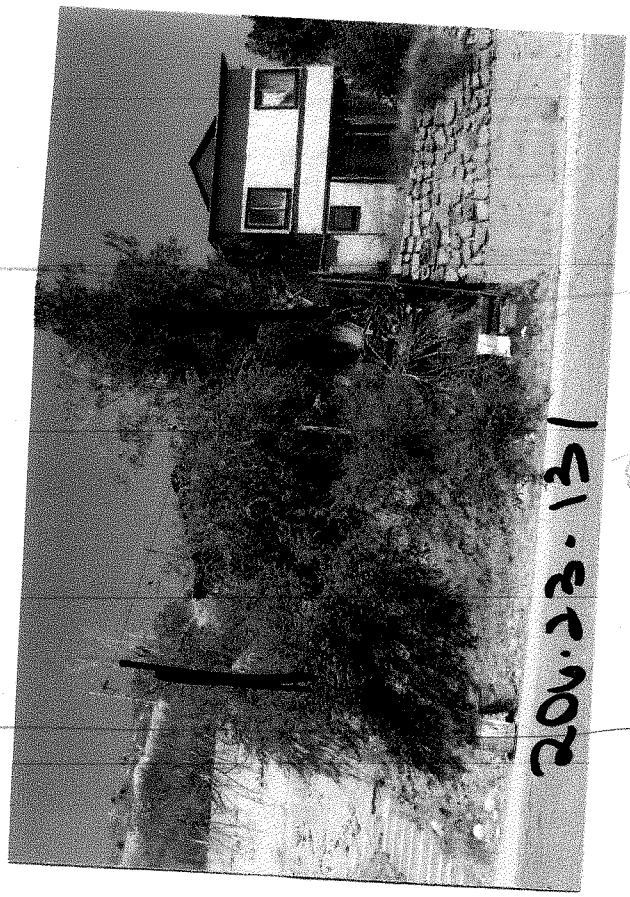
STATE OF ARIZONA

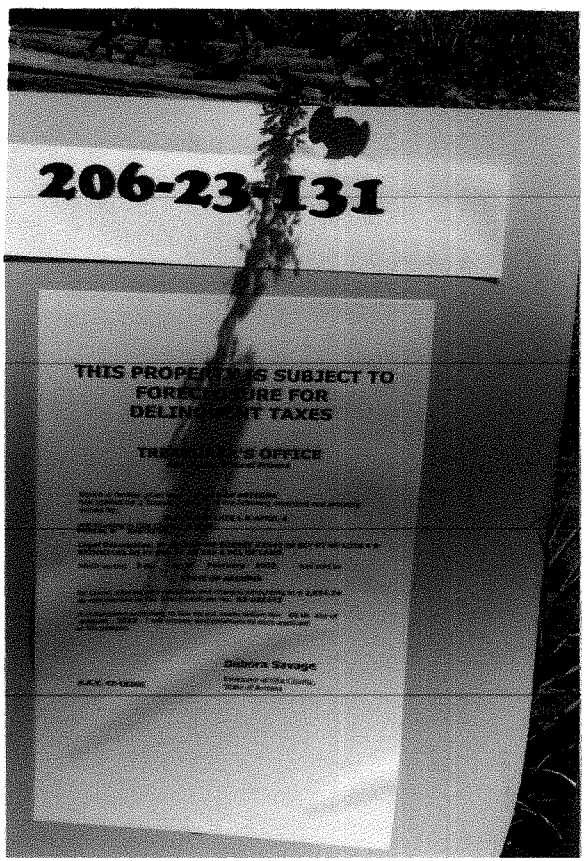
for taxes, interest and penalties and charges amounting to **2934.74** + 50.00 clerk's admin fee = 2984.74
as represented in Tax Sale Certificate No. **03-028373**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona





June 19, 2012

206-23-131

Miami

918 W. Sullivan Street

empty lot

2012-009849 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August**, **2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **207-09-181**

DESCRIBED AS : **SURFACE RIGHTS ONLY TO A DEPTH OF 200' OF LOT 15 OF DOMINION HEIGHTS UNIT ONE OF PLAT 429 E ½ SE¼ SEC 22 T1N R15E =0.16AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012** .

COUNTY ★ TREASURER SEAL GILA COUNTY, ARIZONA ★

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property owned by:

CLARK REVOCABLE TRUST

and situated in Gila County, Arizona:
PARCEL # 207-09-181

Legal Description: DOMINION HEIGHTS #1 LOT 15 SURF RIGHTS ONLY TO 200' DEPTH;=0.16 AC M/L.

which on the **7 th** day of **February 2003**, was sold to

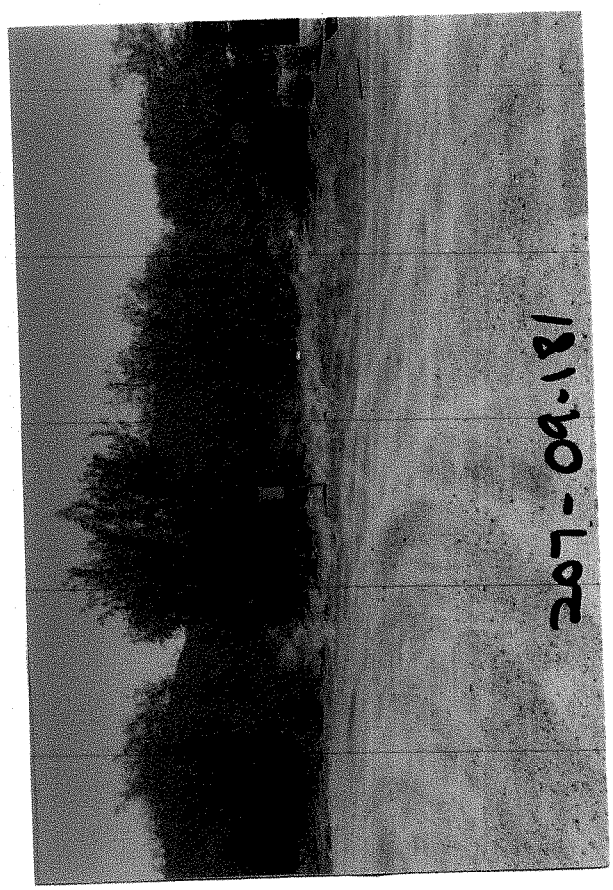
STATE OF ARIZONA

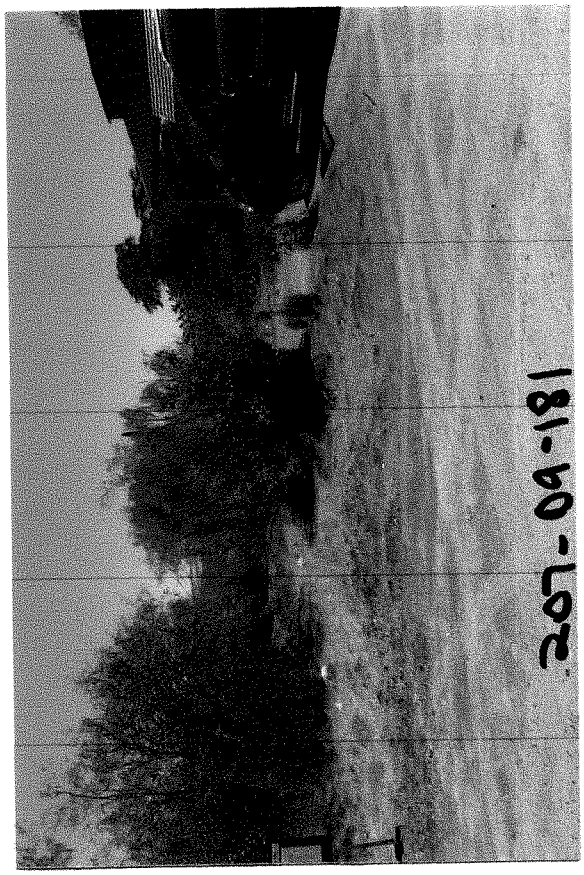
for taxes, interest and penalties and charges amounting to **2467.34** + 50.00 clerk's admin fee = 2517.34
as represented in Tax Sale Certificate No. **03-028405**

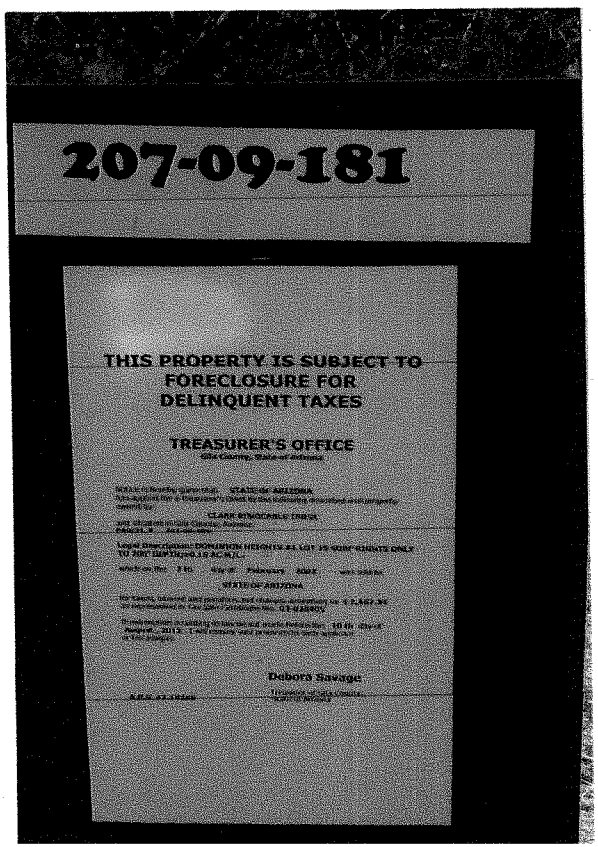
If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona







June 19, 2012

207-09-181

Central Heights

Next to 5624 S. Hunt Ave.

Small Vacant Lot

2012-009850 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August**, **2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **207-15-052**

DESCRIBED AS : **POR OF LOT 61 OF MAP OF NORTH GLOBE ARIZ OF PLAT 7, BEG AT THE SW COR OF LOT 61; TH NLY ALG WLY LINE,60.0'; TH ELY AND PARALLEL TO THE S LINE, 80.0'; TH SRLY AND PARALLEL TO THE W LINE , 60.0' TH WLY 80.0' TO POB NE¼ SEC 26 T1N R15E = 0.11 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012**

COUNTY TREASURER SEAL GILA COUNTY, ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property owned by:

EYLICIO BENNY & DOREEN (1/2 INT)
ESTATE OF LUPE G.ESPINOZA

and situated in Gila County, Arizona:
PARCEL # 207-15-052

Legal Description: NORTH GLOBE TWNS PT NE4 NE4 LOT61; COM AT SW COR LOT 61TH N ALN G WLY LINE 60:; ELY PARSLY LINE LOT 61 80: SLY PAR WLY LINE SD LOT 60:; WLY ALNG SLY LINE TO POB

which on the **7 th** day of **February 2003**, was sold to

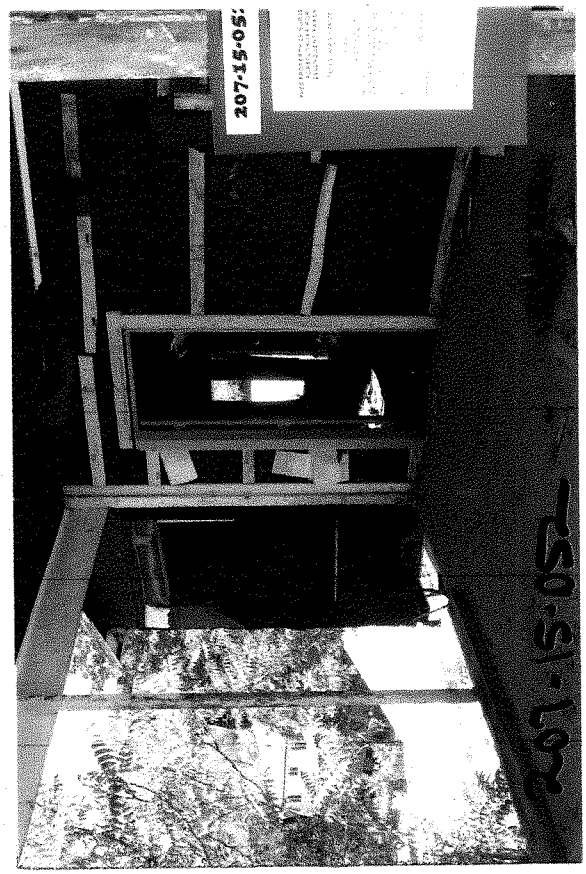
STATE OF ARIZONA

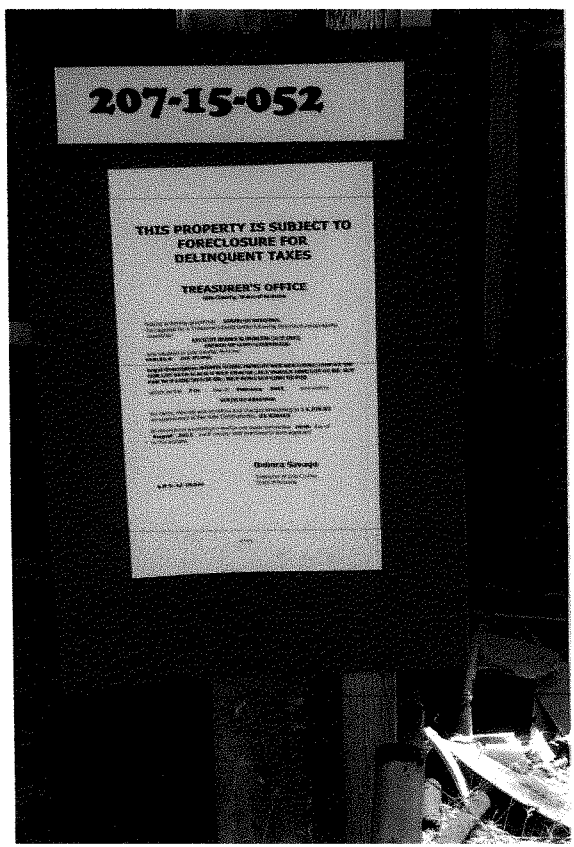
for taxes, interest and penalties and charges amounting to **4254.85** +50.00 clerk's admin fee = 4304.85
as represented in Tax Sale Certificate No. **03-028410**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona





June 19, 2012

207-15-052

Globe

1224 ½ W. Beruatti St.

(Behind R. Mancha,

1226 W. Beruatti St

Vacant abandoned & dilapidated house w/ lots of garbage

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2012-009852 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **207-15-140-D**

DESCRIBED AS : **POR LOTS 11 & 12, BLK 90 OF MAP OF GLOBE OF PLAT 63; BEG NW COR OF GLOBE TWONSITE; TH SELY 78.31'; TH NELY 29.5'; TH NWLY 85.80'; TH SWLY 34.30' TO POB NE¼ SEC 26 T1N R15E=0.05 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012**

COUNTY ★ TREASURER ★ SEAL ★ GILA COUNTY, ARIZONA ★

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property owned by:

RANDALL MARY D

and situated in Gila County, Arizona:
PARCEL # 207-15-140-D

Legal Description: POR LOTS 11 & 12 BLK 90 GLOBE TWNS; BEG NWLY COR LOT 12; TH SELY 78.31'; TH NELY 29.5'; TH NWLY 85.8'; TH SWLY 34.3' TO POB EXC MIN RIGHTS. OUT OF 207-15-140A

which on the **9 th** day of **February 2007**, was sold to

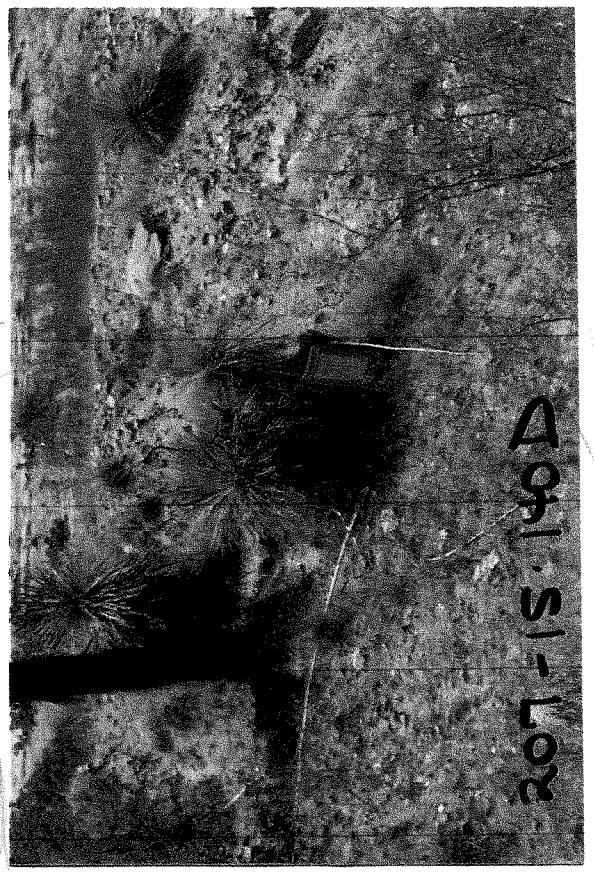
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **392.56** + 50.00 clerk's admin fee = 442.56
as represented in Tax Sale Certificate No. **07-030976**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



June 19, 2012

207-15-140-D

Globe

Off of Santee Street,

Behind Circle K Hwy 60 and the Car Wash

2012-009853 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **208-11-017**

DESCRIBED AS : **LOT 9, BLK 1 OF MAP OF SOUTH GLOBE OF PLAT 20, ALG WITH POR OF LOT 8 BEG AT SELY COR LOT 8; TH NELY, 50.0'; TH NWLY, 54.0'TH SLY 28.0'; TH NWLY, 19.0';TH SLY, 10.0' TH NWLY, 12.0'; TH SLY 12.0'; TH SELY 83.0' TO POB NW¼ SEC 36 T1N R15E=0.22 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012**

COUNTY ★ TREASURER ★ SEAL GILA COUNTY, ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property owned by:

SKINNER FRANCIS DALE & ROSE LINDA

and situated in Gila County, Arizona:
PARCEL # 208-11-017

Legal Description: SOUTH GLOBE TWNS PT OF LOT 8 (REAR PT APPROX 85') LOT 9BLK 1 28 8/890

which on the **11 th** day of **February 2005**, was sold to

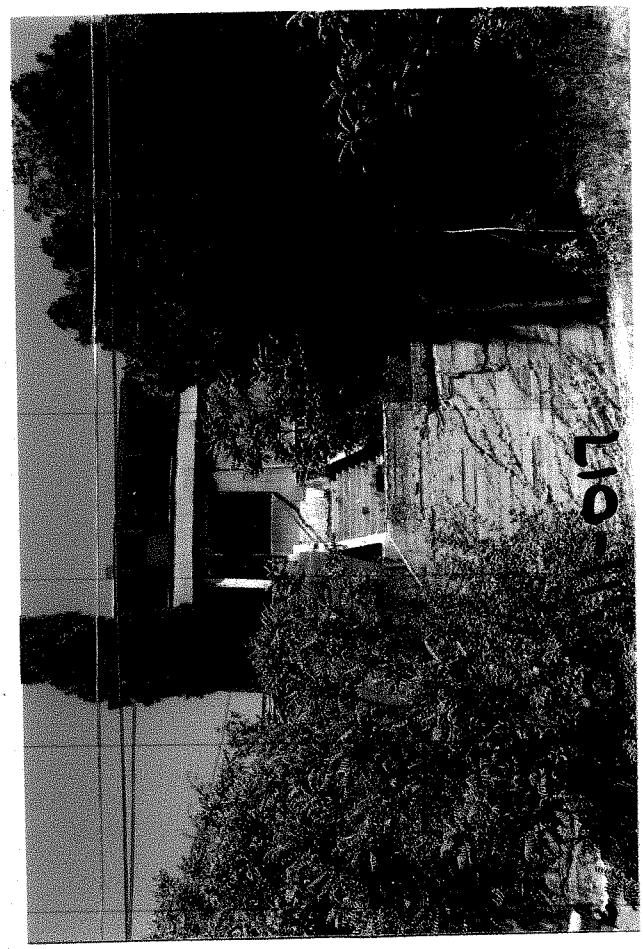
STATE OF ARIZONA

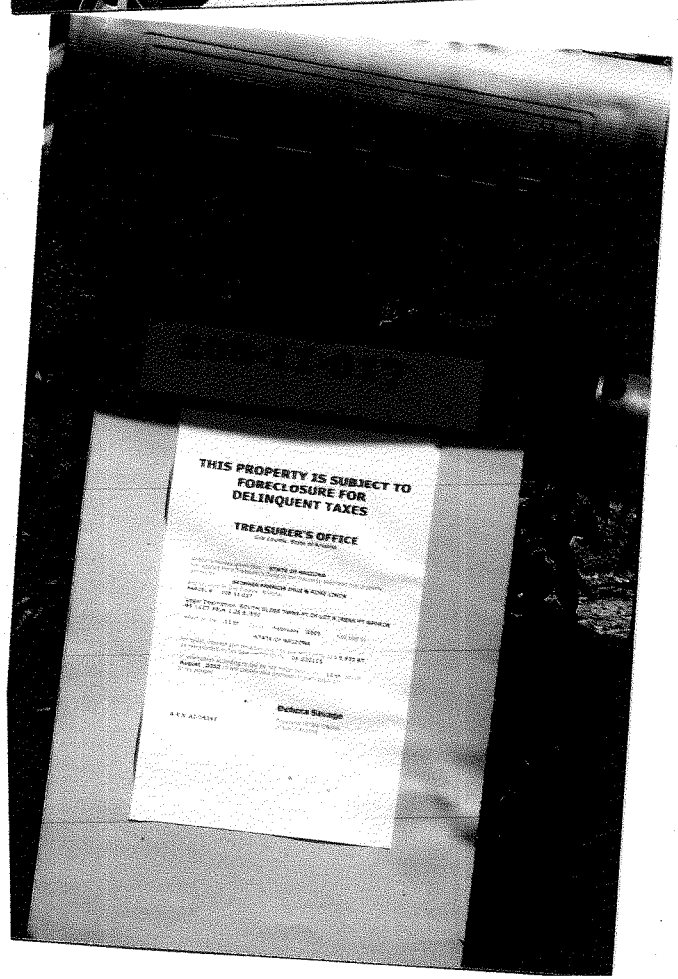
for taxes, interest and penalties and charges amounting to **5931.47**+50.00 clerk's admin fee = 5981.47
as represented in Tax Sale Certificate No. **05-030105**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona





June 19, 2012

208-11-017

Globe

111 Central Ave

2-3 Story Home w/Lot

Abandoned House

2012-009854 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **302-60-192**

DESCRIBED AS : **POR TRACT "B", HOUSTON CREEK LANDING, PLAT 730, BEG NW COR LOT 1; TH NLY ALG LEFT CRV 200.19'; TH S0°22'54", E 67.35'; TH S25°13'47", E 146.86'; TH N39°07'18",E 32.84' TO POB SW¼ SEC 32 T11N R11E = 0.05 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012**

COUNTY ★ TREASURER ★ SEAL GILA COUNTY, ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was ~~acknowledged~~ before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

ELK RUN LLC

and situated in Gila County, Arizona:
PARCEL # 302-60-192

Legal Description: POR TRACT "B", HOUSTON CREEK LANDING, PLAT 730, BEG NW COR LOT 1; TH NLY ALG LEFT CRV 200.19'; TH S0°22'54"E, 67.35'; TH S25°13'47"E, 146.86'; TH N39°07'18"E, 32.84' TO POB SW¼ SEC 32 T11N R11E = 0.05 AC

which on the **9 th** day of **February 2007**, was sold to

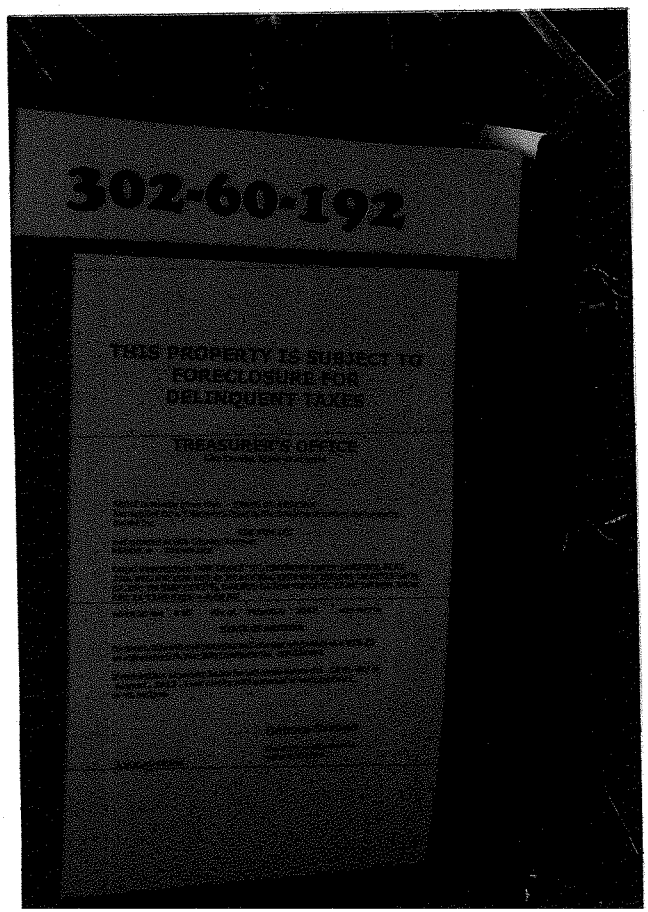
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **671.32** + 50.00 clerk's admin fee = 721.32 as represented in Tax Sale Certificate No. **07-031074**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



June 22, 2012

302-60-192

Payson, Houston Creek Landing

On the curve of S. Rainbow Drive

with Foliage on side of post

2012-009855 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **303-08-023**

DESCRIBED AS : **POR NW NW NW SEC 29 T11N R13E COMM AT NW COR SEC 29; TH SLY ALG W SEC LINE 200.0' TO POB; TH ELY 194.0'; TH SLY 27'; TH WLY 194.0'; TH NLY 27.0' TO POB = 0.12 AC (OUT OF 303-08-009)**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

CHICAGO TITLE COMPANY

and situated in Gila County, Arizona:
PARCEL # 303-08-023

Legal Description: POR NW NW NW SEC 29 T11N R13E; COMM NW COR SEC 29; TH SRLY ALG W SEC LINE 200' TOPOB; TH ELY 194'; TH SLY 27'; TH WLY 194'; TH NLY 27' TO POB = 0.12 AC (OUT OF 303-08-009)

which on the **9 th** day of **February 2007**, was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **300.80** +50.00 clerk's admin fee = 350.80
as represented in Tax Sale Certificate No. **07-031097**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona

No pics - this is part of a road

Per Martha - An unnamed dirt road in Star Valley

http://gis.gilacountyaz.gov/mapserver2012/fusion/templates/mapguide/slate/index.html?ApplicationDefi
Search
More >>
Sign In
Favorites
Suggested Sites
Free Hotmail
Get more Add-ons
Gila County GIS
Page
Safety
Tools
Maps
View
Refresh
Select Radius
Select Polygon
Clear Selection
Buffer
Measure
Feature Info
Query
Theme
Redline
Select
Pan
Zoom Rectangle
Zoom In
Zoom Out
Zoom Extents
Zoom Selection
Previous
Next
CHRISTOPHER CREEK LOOP P
SR 260 WB P
SR 260 EB P
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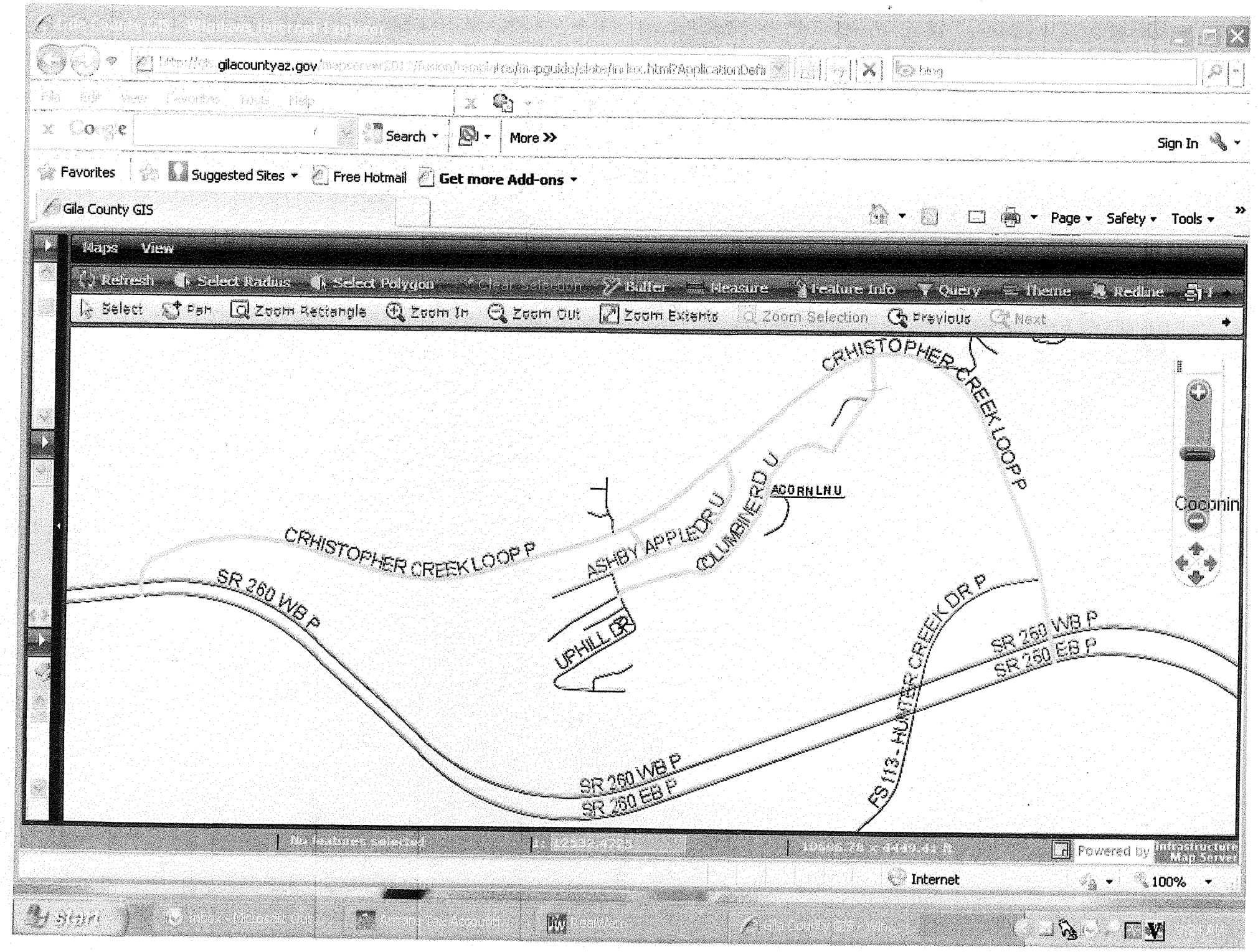
gilacountyaz.gov
Search
More
Sign In
Favorites
Suggested Sites
Free Hotmail
Get more Add-ons
Gila County GIS
Page
Safety
Tools
Maps
View
Refresh
Select Radius
Select Polygon
Clear Selection
Buffer
Measure
Feature Info
Query
Theme
Redline
Select
Pan
Zoom Rectangle
Zoom In
Zoom Out
Zoom Extents
Zoom Selection
Previous
Next
CRHISTOPHER CREEK LOOP P
ASHBY APPLE DR U
COLUMBINE RD U
ACORN LN U
CRHISTOPHER CREEK LOOP P
SR 260 WB P
UPHILL DR
SR 260 WB P
SR 260 EB P
FS 113 - HUNTER CREEK DR P
SR 260 WB P
SR 260 EB P
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No features selected
Powered by
Internet
100%

2012-009856 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **304-14-004-G**

DESCRIBED AS : **WELL SITE PT LOT 3 SEC 8 T10N R10E BEG SW COR LOT 3; TH S 89° 16' ,E 326.15'; TH N 0° 44' ,E 20.0' TO POB; TH N 89°16' ,W 20.0'; TH N 0° 44' ,E 22.8'; TH S 89° 16' ,E 20.0'; TH S 0° 44' ,W 22.8' TO POB**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012** .

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

BORSELLI WILLIAM & LADAWN (1/2 INT)
MELVA R. CAMPBELL (1/2 INT.)

and situated in Gila County, Arizona:
PARCEL # 304-14-004-G

Legal Description: WELL SITE PT LOT 3 SEC 8 T10N R10E BEG SW COR LOT 3; TH S 89DG 16' E 326.15'; TH N 0DG 44' E 20' TO POB; TH N 89DG 16' W 20';TH N 0DG 44' E 22.8'; TH S 89DG 16' E 20'; TH S 0DG 44' W 22.8' TO POB

which on the **9 th** day of **February 2007**, was sold to

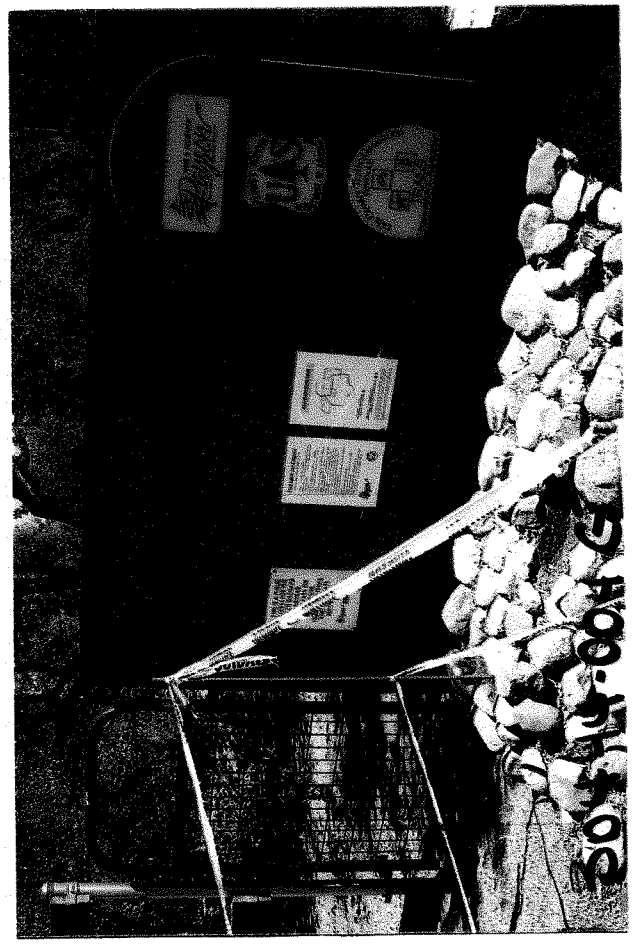
STATE OF ARIZONA

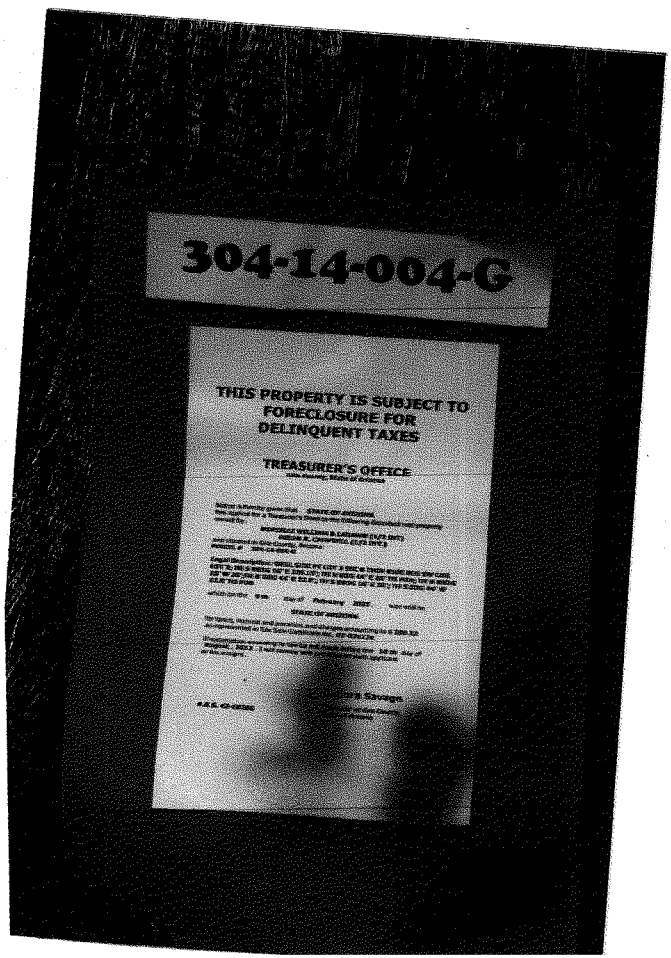
for taxes, interest and penalties and charges amounting to **388.32** +50.00 clerk's admin fee = 438.32 as represented in Tax Sale Certificate No. **07-031121**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona





June 22, 2012

304-14-004-G

Payson, on Forest Service Land.

Main Street and Peach Orchard Road (Across the street from the Payson Golf Course)

This was an old wellsite that has not been in use.

ARF-1569 **Regular Agenda Item 4- B**

Regular BOS Meeting

Meeting Date: 12/04/2012

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

Information

Request/Subject

A sealed bid submitted for the purchase of Assessor's tax parcel number 208-11-010

Background Information

On July 8, 2003, the Board of Supervisors adopted Resolution No. 03-06-07, which established a policy regarding sales of real property tax deeded to the State of Arizona. Any parcels of land not sold at the Supervisors' annual tax sale for the year in which the property was deeded to the State of Arizona is added to the County's "Back Tax Land List." This list of available properties is advertised on the County's website for purchase through the County's sealed bid process. Anyone may submit a sealed bid to the Clerk of the Board of Supervisors Department. The parcel information will be reviewed by the Chief Deputy Clerk, Assessor and Treasurer and ultimately placed on a Board of Supervisors' meeting agenda at which time the sealed bid envelope will be opened during a public meeting. The Board will then accept or deny the bid. If the bid is accepted, the successful bidder must submit payment to the Clerk of the Board of Supervisors Department within 48 hours of being notified of the winning bid. A quit claim deed will then be issued to the successful bidder transferring ownership of the property.

Evaluation

It is in the County's best interest to make every attempt to sell these parcels of land which have been deeded to the State of Arizona in order to get the parcels back on the County tax rolls and to relieve the County of the administrative oversight for each parcel of land.

The total lien amount of this property is $495.51. It is located on Central in Globe. It is vacant land.

Conclusion

It is in the County's best interest for the Board of Supervisors to review this sealed bid for the purchase of Assessor's tax parcel number 208-11-010.

Recommendation

The County Treasurer and Assessor have no objection to selling this parcel of land; therefore, it is recommended that the Board of Supervisors consider the offer for the purchase of this property.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 208-11-010. **(Marian Sheppard)**

Attachments

Parcel 208-11-010 Information

Map of Parcel 208-11-010

Lopez, Ricardo & Amelia V
623 S. Main Ave apt C
Tucson AZ 85701

16:34 TREASURER'S PROPERTY TAX SYSTEM 05/26/95
DISPLAY PROPERTY HISTORY

PROPERTY-ID 208-11-010- -2 INT CALC DATE: 09/30/95 TAX AREA CODE: 0100
OWNER: LOPEZ RICARDO & AMELIA V

ROLL NO.	TAX AMT	INT. AMT	FEES AMT	ACTIVITY	DATE	CD	REFERENCE
				ASSIGN	02/16/83		
				CERT	02/20/80		80-015437
87-00012018	.00	.00	.00	AMT DUE =			.00
	16.92	.00	1.00	PAYMNT	11/03/87	C	80-015437
				ASSIGN	02/16/83		
				CERT	02/20/80		80-015437
88-00012119	17.92	19.11	15.00	AMT DUE =			52.03
				ASSIGN	02/16/83		
				CERT	02/20/80		80-015437
89-00012236	17.36	15.74	16.00	AMT DUE =			49.10
				ASSIGN	02/16/83		
				CERT	02/20/80		80-015437
90-00012375	17.32	12.93	16.00	AMT DUE =			46.25
				ASSIGN	02/16/83		
				CERT	02/20/80		80-015437
91-00012418	17.88	10.49	16.00	AMT DUE =			44.37
				ASSIGN	02/16/83		
				CERT	02/20/80		80-015437
92-00012470	19.84	8.47	15.00	AMT DUE =			43.31
				ASSIGN	02/16/83		
				CERT	02/20/80		80-015437
93-00012474	18.30	4.88	15.00	AMT DUE =			38.18
				ASSIGN	02/16/83		
				CERT	02/20/80		80-015437
94-00012580	19.42	2.85	.00	AMT DUE =			22.27

$ 200.00

495.51

I=1ST, II=END, III=MORE, IV=PRINT, A=OWNER ADD, L=LEGAL, C=CP DATA, SP=SP+#

C $ No Fee

When recorded mail to:

MICROFILMED
INDEXED

MICROFILMED
INDEXED

FEE# 96-005758 ck#
#PAGES 7
RECORDED AT THE REQUEST OF
Gila Co Treasurer
DATE APR 18 1996 TIME 3:20
OFFICIAL RECORDS OF GILA COUNTY, AZ
LINDA HAUGHT ORTEGA, RECORDER
BY Linda Haught Ortega

This space reserved for recording information

ASSESSOR'S PARCEL # 208-11-010

CAPTION HEADING: TREASURER'S DEED

DO NOT REMOVE

This is part of the official document.

TREASURER'S DEED

96-005758

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 26 TH day of JUNE 1995,
notice according to law was published in the THE ARIZONA SILVER BELT
, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 3 RD day of NOVEMBER 1995, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said THE STATE OF ARIZONA, the following described premises situated in the County of Gila, State of Arizona, to-wit:

ASSESSOR'S PARCEL # 208-11-010, SEE EXHIBIT "A" FOR CORRECT LEGAL DESCRIPTION.

IN WITNESS WHEREOF, I, PRISCILLA M.L. KNUCKEY, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 18 th day of April, 19 96.

COUNTY TREASURER SEAL GILA COUNTY, ARIZONA

Priscilla M.L. Knuckey
Treasurer of Gila County

STATE OF ARIZONA
ss
County of Gila

This instrument was acknowledged before me this 18 th day of April 1996, by PRISCILLA M.L. KNUCKEY as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.

Martha H. Gonzales
Notary Public

OFFICIAL SEAL
MARTHA H. GONZALES
Notary Public - State of Arizona
GILA COUNTY
My Comm. Expires Feb. 1, 1999

My Commission Expires:

CAP/OS Form 1203

"Exhibit A"

96-005758

FIRST AMERICAN TITLE INSURANCE COMPANY

P.O. Drawer 460
Payson, Arizona 85547
(520) 474-3291

RECEIVED
AUG 09 1995
IN THE OFFICE OF
GILA COUNTY TREASURER

STATEMENT

DATE: August 7, 1995

GILA COUNTY TREASURER
ATTN: MARTHA

OUR FILE NO. MR-3472
YOUR FILE NO. NA

NAME: **RICHARD LOPEZ and AMELIA V. LOPEZ**

PROPERTY: 208-11-010

DESCRIPTION	DUE	CREDITS	BALANCE
Owner's Title Insurance Premium			
Lender's Title Insurance Premium			
Report **LIMITED REALTY & GI SEARCH**			no charge
Title Company Discount			
Endorsement Fee			
Escrow Fee			
Trust Fee			
Recording Fees			
Inspection Fee			

CREDITS:
By Reason of Cancellation -
Date Approved By:
By Reason of Cancellation and to be
Paid Under Order Number:
By Reason of Corrected Billing (Explain)

Other: **COPY OF VESTING DEED INCLUDED SEE ATTACHED DOCKET 384, PAGE 196**

BALANCE DUE: $ -0-

Total of 5 Pages

96-005758

FIRST AMERICAN TITLE INSURANCE COMPANY

215 NORTH BEELINE HIGHWAY, PAYSON, ARIZONA 85541
(520) 474-3291

Issued for the Sole Use and Benefit of: **LIMITED REALTY REPORT**

GILA COUNTY TREASURER
ATTN: MARTHA

No. MR-3472

Search Date: July 24, 1995

Fee: paid

After a search of the property indices as contained in the Title Plant in use by the First American Company's locally issuing office affecting real property in the County of Gila, State of Arizona for a term of 10 years preceding the search date, the following information is furnished with the understanding that such information is without examination of any instruments which purport to affect the real property and to its sufficiency or validity.

No search has been made for taxes or special improvement liens.

IN CONSIDERATION OF THE PAID FEE, FIRST AMERICAN TITLE INSURANCE COMPANY OF ARIZONA LIMITS ANY AND ALL LIABILITY FOR PROVIDING THE WITHIN INFORMATION TO THE ABOVE ADDRESSEE TO THE MAXIMUM OF TWICE THE AMOUNT OF FEE PAID FOR THIS INFORMATION AND IT IS FURTHER UNDERSTOOD, THE REPORT PROVIDED HEREIN IS NOT ANY FORM OF COMMITMENT TO INSURE OR TITLE INSURANCE.

Indicated Owner:

RICHARD LOPEZ and AMELIA V. LOPEZ, husband and wife

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO

Encumbrances:

NONE

First American Title Insurance Agency of Gila, Inc.

By: JANICE L. SHORT

96-005758

EXHIBIT "A"

NO. MR-3472

The Southeast portion of Lots 4 and 5, Block 1, of SOUTH GLOBE PLAT NO. 1, according to the plat of record in the office of the County Recorder of Gila County, Arizona, recorded in Map No. 18;

96-005758

NOTE: THIS SEARCH ENCOMPASSES A CHECK OF OUR GENERAL INDEX SHOWING GENERAL LIENS AGAINST THE BELOW NAMED PARTY.

RICHARD LOPEZ and AMELIA V. LOPEZ	NONE

96-005758

DOCKET 384 PAGE 196

STATE OF ARIZONA, County of Gila } ss. I hereby certify that the within instrument was filed and recorded on August 15, 1975 at 5:00 P.M. In DOCKET 384, Page 196 and indexed in deeds.

Fee No 390715

at the request of Arizona Title & Trust Company of Gila

When recorded, mail to INDEXED

Ricardo Lopez
325 Sutherland Apt. 4
Globe, Arizona 85501

PAGED

Witness my hand and official seal.
DORIS PARKIN, County Recorder
By Doreen Armond Deputy Recorder

Compared
Photostated
Fee $ 5.00

#20584

JOINT TENANCY DEED

For the consideration of Ten Dollars, and other valuable considerations, I or we,

ROBERT B. BUTLER & TERESA BUTLER, husband and wife

do hereby convey to RICARDO LOPEZ & AMELIA V. LOPEZ, husband and wife

not as tenants in common and not as a community property estate, but as joint tenants with right of survivorship,

the following described property situated in the County of GILA, State of Arizona

LOTS FOUR (4) and FIVE (5), BLOCK ONE (1), SOUTH GLOBE PLAT NO. 1, per Map #18 recorded in the office of the County Recorder of Gila County, Arizona.

Subject to reservations in patents and all easements, rights of way, encumbrances, covenants, conditions and restrictions as may appear of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth

The grantees by signing the acceptance below evidence their intention to acquire said premises as joint tenants with the right of survivorship, and not as community property or as tenants in common.

Dated this 12th day of June, 19 75

Accepted and approved:

Ricardo Lopez
RICARDO LOPEZ

Amelia V. Lopez
AMELIA V. LOPEZ Grantees

Robert B. Butler
ROBERT B. BUTLER

Teresa Butler
TERESA BUTLER Grantors

STATE OF ARIZONA
County of Gila } ss

This instrument was acknowledged before me this 14th day of August 19 75 by

Notary Public

My commission will expire 8/3/76

STATE OF ARIZONA
County of Gila } ss

This instrument was acknowledged before me this 14th day of August 19 75 by

Notary Public

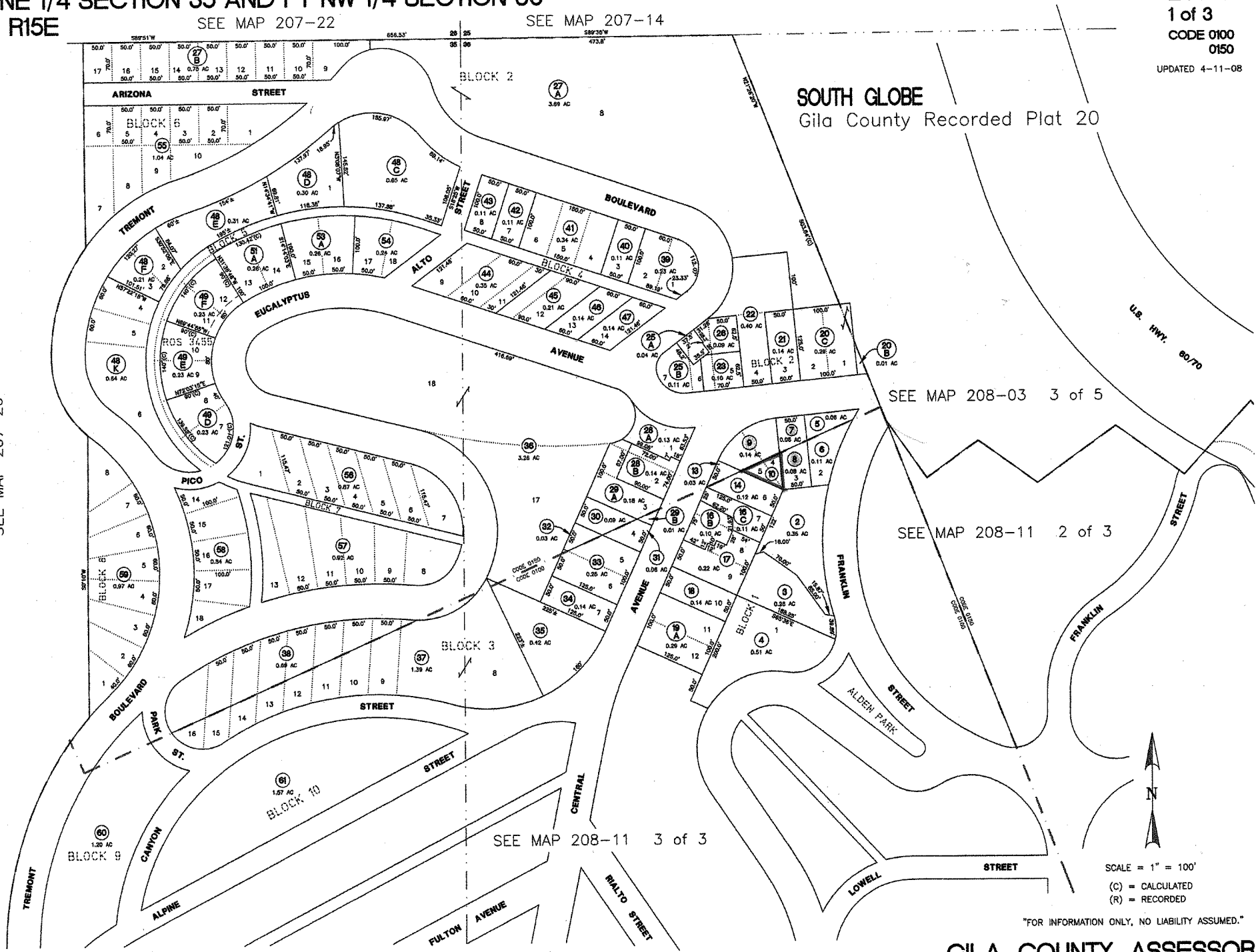
My commission will expire 8/3/76

THIS PAGE WILL NOT REPRODUCE SATISFACTORILY

PT NE 1/4 SECTION 35 AND PT NW 1/4 SECTION 36
T1N R15E

208-11
1 of 3
CODE 0100
0150
UPDATED 4-11-08

SOUTH GLOBE
Gila County Recorded Plat 20



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

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

ARF-1564 **Regular Agenda Item 4- C**

Regular BOS Meeting

Meeting Date: 12/04/2012

Submitted For:	Jendean Sartain, Deputy Director of Health Services	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:	Not applicable	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Request for a transfer of funds, up to $75,000 from the immunization account to a new private stock vaccine account.

Background Information

Effective October 1, 2012, the CDC (Centers for Disease Control and Prevention) and the Federal Government reduced the funding available for the Vaccine for Children (VFC) program. With this funding reduction, the Health Department will no longer be able to vaccinate children with private insurance, except for AHCCCS (Arizona Health Cost Care Containment System), with VFC vaccine. We will continue to provide vaccine free of charge for those children that are uninsured, covered by AHCCCS, and Native American/Alaskan Native. This loss in funding will impact the immunization status of children throughout the country. In order to continue to provide vaccine to all children, the Health Department will need to purchase private stock vaccine to administer to those children with private insurance. To purchase this vaccine, a transfer of funds from the existing immunization account is needed. This funding transfer will allow the Health Department to purchase vaccine until the insurance companies can be billed and payments received to then allow for future vaccine purchasing.

Evaluation

Currently, in the southern part of Gila County we have only two private medical providers that will administer vaccinations to insured children and only three in the northern part of Gila County. If we are unable to provide vaccine to the insured population, several adverse changes in the health to our population (all ages) could occur. For example, increased rate of communicable diseases in a community can generate high absenteeism from schools and work having a considerable financial impact on families, schools, and industry. Currently, 40% of our population are insured and seek vaccination services.

Conclusion

Our mission in public health is to protect the population from disease and injury. In transferring these funds and continuing to provide vaccination services, we seek to prevent an increase to the rate of preventable diseases thereby reducing the risk of financial impact to our community.

Recommendation

The Director of Health & Emergency Services recommends that we be allowed to transfer up to $75,000 from the immunization fund to the private stock vaccine fund to purchase vaccine and provide these services.

Suggested Motion

Information/Discussion/Action to approve a transfer of up to $75,000 from the current immunization account to the private stock vaccine account to allow for the purchase of vaccine to provide services to those insured children not covered by the Vaccine for Children program. **(Jendean Sartain)**

ARF-1555 **Consent Agenda Item 5- A**

Regular BOS Meeting

Meeting Date: 12/04/2012

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

Information

Request/Subject

Amendment No. 1 for Weatherization Low-Income Assistance Agreement LW-ESA-12-2182-02Y2 with Governor's Office of Energy Policy

Background Information

The Weatherization Program enables income-eligible families to reduce their energy bills by making their homes more energy efficient.

Since 1977, weatherization services have been provided to more than 6.2 million low-income families. Under the Recovery Act, the program is expanding, creating local jobs across the country even as it helps additional low income residents enjoy greater home comfort, safety and energy.

For the past 20 years, the Gila County Division of Community Services, Weatherization Program has applied for and received low-income weatherization dollars to serve the low-income population of Gila County. The Weatherization Program is the designated agency that provides weatherization services through the State of Arizona, Governor's Office of Energy Policy.

Evaluation

Amendment No. 1 will provide up to $74,120.72 in additional funding available for reimbursement. This funding shall be used solely for Program Operations in the Low-Income Home Energy Assistance Program (LIHEAP) through June 30, 2013. The $74,120.72, in addition to the initial funding provided for reimbursement of $108,719.65, brings the contract total amount to $182,840.37.

Conclusion

By the Board of Supervisors approving this Amendment, the Gila County Weatherization Program will receive additional funding to provide weatherization services to eligible citizens residing in Gila County.

Recommendation

The Community Action Program Housing Services Manager recommends that the Board of Supervisors approve this Amendment.

Suggested Motion

Approval of Amendment No. 1 to a Weatherization Low Income Assistance Agreement (Contract No. LW-ESA-2182-02Y2) between the State of Arizona Governor's Office of Energy Policy and the Gila County Division of Community Services, Housing Services, increasing the contract amount from $108,719.65 to $182,840.37, to be used for program operations in the Low-Income Home Energy Assistance Program (LIHEAP), through June 30, 2013.

Attachments

Amendment No. 1 to LW-ESA-12-2182-02Y2
Original Contract LW-ESA-12-2182-02Y2
Legal Explanation

AMENDMENT # 1
for
WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT
#LW-ESA-12-2182-02Y2

between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE OF ENERGY POLICY
and
GILA COUNTY

Pursuant to section **XXV, AMENDMENTS OR MODIFICATIONS,** the following section of the above referenced Weatherization Low-Income Assistance Agreement is hereby amended as follows:

Section IV, CONTRACT BUDGET

Pursuant to Terms and Conditions, "Contract Budget," of the above referenced contract, the State of Arizona hereby exercises its option to amend this contract to provide up to $74,120.72 in additional funding available for reimbursement. This funding shall be used solely for Program Operations in the Low-Income Home Energy Assistance Program (LIHEAP) through June 30, 2013. The $74,120.72, in addition to the initial funding provided for reimbursement of $108,719.65, brings the contract total amount to $182,840.37.

Except as specifically stated herein, all other terms and conditions of this Weatherization Low-Income Assistance Agreement remain unchanged.

In Witness Whereof, the parties hereto agree to execute this Amendment.

GILA COUNTY

_____
Board of Supervisors Chairman — Date

Printed Name Tommie C. Martin

Chief Deputy County Attorney

_____
Signature — Date

Printed Name Bryan B. Chambers

GOVERNOR'S OFFICE OF ENERGY POLICY

Leisa B. Brug 10-24-12
Leisa B. Brug — Date
Director

10/26/12
Travis Price — Date
Compliance Finance and Procurement Manager
Office of the Governor

OEP CONTRACT NO. LW-ESA-12-2182-02Y2

WEATHERIZATION LOW-INCOME ASSISTANCE AGREEMENT

BETWEEN

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

and

GILA COUNTY

THIS Weatherization Low-Income Assistance Contractual Agreement ("AGREEMENT") is made, by and between the **State of Arizona, Governor's Office of Energy Policy ("OEP")**, located at 1700 West Washington, Suite 250, Phoenix, Arizona 85007, and **Gila County, Office of Community Services ("Contractor")**, located at 5515 South Apache Avenue, Suite 200, Globe, Arizona 85501.

WHEREAS, A.R.S. § 41-101.01 and Executive Order 2011-02 authorizes OEP to execute and administer contracts.

WHEREAS, A.R.S. §11-201 authorizes the Gila County Government to execute and administer contracts.

WHEREAS, OEP desires to engage the Contractor to render certain services, hereinafter described, in connection with a Weatherization services work program funded by the U.S. Department of Health and Human Services (HHS) Low-Income Home Energy Assistance Program ("LIHEAP"), authorized under Title XXVI of the Omnibus Budget Reconciliation Act of 1981, as amended (Pub. L. No. 97-35, as amended and codified at 42 U.S.C. 8621-8629) passed through the OEP from the Arizona Department of Economic Security (DES) through an Interagency Service Agreement dated June 24, 2011.

In consideration of the representations and obligations hereunder, the OEP and Contractor agree as follows:

I. PURPOSE OF THE AGREEMENT

The purpose of the Weatherization Assistance Program is to install energy efficiency measures in the homes of income eligible persons, especially homes occupied by the elderly, persons with disabilities, and children. Funds are targeted to the most cost-effective efficiency measures, determined from an on-site energy audit of the building.

II. TERM OF CONTRACT

The effective date of this AGREEMENT is July 1, 2012 upon signature by both parties and continue through June 30, 2013, unless terminated, cancelled or extended as otherwise provided herein.

III. CONTRACT TYPE

Cost Reimbursement Sub-Grant.

IV. CONTRACT BUDGET

A. The total LIHEAP budget for this AGREEMENT shall not exceed **$108,719.65.**

B. Contractor agrees that it will use the funds solely and strictly for the purposes outlined in the Scope of Work and in accordance with the attached Budget, Exhibit A, incorporated by reference.

V. SCOPE OF WORK

A. GENERAL REQUIREMENTS

Contractor shall implement weatherization services under the terms of this AGREEMENT in coordination with other federal, state and local weatherization related services or energy efficiency programs in order to preclude duplication of services generally and to optimize residential energy efficiency efforts within the Contractor's service delivery area.

B. SPECIFIC REQUIREMENTS

The Contractor shall perform the services under this AGREEMENT, in accordance with the then existing edition of the Program Requirements, incorporated herein by reference. The current edition is attached to this AGREEMENT as Exhibit B. Program Requirements may change and the Contractor will be notified by the OEP. Contractor shall perform the services in accordance with the then existing edition of the Program Requirements immediately upon notification by OEP or actual/constructive notice by any other means.

C. METHOD OF PAYMENT

1. Program expenses for this AGREEMENT are allowable beginning the effective date of this AGREEMENT.

2. All reimbursement of travel expenses shall be paid in accordance with the Contractor's travel policies, but shall not exceed the Domestic Per Diem rates allowed under the Federal Travel Management Policy, and the prevailing Federal standard mileage rates.

3. The OEP shall provide to Contractor master templates for the Payment Request Form and the Financial Report Form to use in requesting LIHEAP funds during the term of the AGREEMENT.

4. The Contractor shall submit to the OEP no later than the twelfth (12th) working day of the following month (excluding state observed holidays) a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item according to Exhibit A, and a list of database client job numbers of completed and submitted jobs entered on the Weatherization Program Database website for the report month. All documents must indicate the contract name and number.

5. Reimbursement
   a. Reimbursement requests shall be submitted to the OEP on a Payment Request Form a minimum of once a month for services performed and work completed to date. Include reporting month, dollar amount requested, original signature, and date. The *COMPLETED/SUBMITTED JOBS* check-box section of the Payment Request Form must be marked with appropriate choice and if applicable, attach documentation:

- *Completed/Submitted Jobs listing attached* (Attach list)
- *Completed/Submitted Jobs listing sent via email to* ebillings@az.gov (Send list by email to Evelyn Billings)
- *No Completed/Submitted jobs this month* (No list is required)

b. Reimbursement requests will be processed for payment upon determination that all reporting elements have met Weatherization contractual requirements. If reimbursement requests do not meet Weatherization contractual requirements, the OEP will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

D. REPORTS

1. Weatherization Program Database Website

a) For each dwelling unit completed, the Contractor shall input in the database the client information, house occupant information, and data on House Characteristics, Combustion Safety, Diagnostics and Work Performed to the fullest extent possible.

b) No later than the twelfth (12th) working day of the following month (excluding state observed holidays), each completed dwelling unit submitted for payment in the report month must have the job submitted as final on the website.

2. List of Client Jobs

a) A hard-copy client list, referencing the website client job numbers of completed jobs being requested for payment, must be submitted either by email to ebillings@az.gov or attached as a separate document to the Payment Request Form. As applicable, the appropriate check-box must be marked on the Payment Request Form utilizing the following choices:

- *Completed/Submitted Job listing attached*
- *Completed/Submitted Job listing sent via email to* ebillings@az.gov

b) If there are no dwelling units completed and submitted as final on the website for a billing month, the following box on the Payment Request Form should be checked:

- *No Completed/Submitted jobs this month*

3. Financial Report Form

a) The Financial Report shall show per line item current expenditures of the reporting period, and cumulative expenditures to date.

4. Monthly Detailed Expense Financial Reports

a) Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's Weatherization budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.

5. Report Submittal Requirements

a) The Payment Request Form and Financial Report Form shall be mailed to

the OEP no later than the twelfth (12th) working day of the month on or before 5:00 P.M. taking into consideration any State holiday.

b) Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.

c) Final reports shall be submitted no later than July 26, 2013.

E. **SUBMITTAL ADDRESS**
All Payment Request Forms and Report Forms must be directed to:

Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, Arizona 85007

F. **SERVICE TERRITORY**
Gila County, excluding tribal organizations.

VI. REGULATION REQUIREMENTS

A. As applicable, Contractor must follow conditions set forth by the U. S. Department of Energy, 10 C.F.R. pt.440, and the OEP, in conjunction with the Arizona Department of Economic Security.

B. All measures must be determined to be eligible as cost-effective as set forth by the Weatherization Assistance Program.

C. The average cost per dwelling unit for labor, materials and program support expenditures shall not exceed $4,500.00 using LIHEAP program funds.

VII. PROGRAM FINANCIAL ELIGIBILITY AND CERTIFICATION REQUIREMENTS

A. Eligible Population and Certification of Eligibility
Contractor is responsible to follow the current DES LIHEAP Policy Manual requirements as it pertains to the Weatherization Program. Copies of the Policy Manual will be provided by DES.

B. Income Eligibility
1. Income level is determined by DES for LIHEAP qualification in accordance with criteria established by the Office of the Secretary, U.S. Department of Health and Human Services.
2. Households including members who have received cash assistance payments under Temporary Assistance for Needy Families (TANF) or Supplemental Security Income (SSI), are automatically eligible for Weatherization assistance.

C. Priority
Priority shall be given to identifying and providing weatherization assistance to the following households:
1. Elderly persons
2. Persons with disabilities
3. Families with children
4. High residential energy users and households with a high energy burden

VIII. PROHIBITION AGAINST WEATHERIZATION SERVICES

Dwelling Units

1. Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this AGREEMENT.
2. Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this AGREEMENT.

IX. PRIOR WRITTEN APPROVAL REQUIREMENTS

Prior Written Approval from the OEP is required on the following:

1. All purchases of program vehicles or equipment over $4,999.
2. All purchase lease or lease-purchase of vehicles or equipment.
3. Weatherization training, program sessions, or workshops not sponsored by the OEP or DOE, and charged to Weatherization.
4. Adjustments to line items in the AGREEMENT budget.
5. Purchase of extended warranties for installed items on client homes.
6. Weatherization of all rental properties of four (4) or more units.
7. Replacement or repair of items in a rental unit that are the responsibility of the landlord under A.R.S. § 33-1324.
8. Specific references to written approval requirements listed in the latest edition of the Program Requirements, attached as Exhibit B.
9. Services for new additions or residences in varying stages of new construction or remodeling, or for garage/carport conversions in progress. Low-Income Weatherization services are for existing residential buildings only.
10. Homes that have been weatherized after September 30, 1994 and reported to the OEP for contract credit.

X. ELIGIBILITY FOR STATE OR LOCAL PUBLIC BENEFITS; DOCUMENTATION AND VIOLATIONS

Contractors providing services as an agent the State, shall ensure compliance with A.R.S. §1-502. A.R.S. §1-502 requires each person applying or receiving a public benefit to provide documented proof which demonstrates a lawful presence in the United States. The State shall reserve the right to conduct unscheduled, periodic process and documentation audits to ensure contractor compliance. All available contract remedies, up to and including termination may be taken for failure to comply with A.R.S. §1-502 in the delivery of services under this AGREEMENT.

XI. HISTORIC PRESERVATION:

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the OEP and the State Historic Preservation Officer ("SHPO") have developed a Statewide Programmatic Agreement ("PA"). As long as the contractor adheres to a scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. The Statewide Programmatic Agreement is available at: http://www.azenergy.gov/HistoricPreservation.aspx. Additional

information is also available at the U.S. Department of Energy website: http://www1.eere.energy.gov/wip/historic_preservation.html.

XII. INVENTORY

The Contractor shall maintain a current list of all non-expendable inventory equipment, with an individual cost of $500 and over, which has a useful life of more than a year, and is available for use in Weatherization. This list shall include:

1. Description of inventory item
2. Manufacturer's serial number, model number, national stock number, or other identification number, and agency's unique tag number, if applicable.
3. Acquisition date
4. Locations, use, and condition of inventory
5. Unit acquisition cost and funding source
6. Disposition data - date and method of disposal

Contractor shall update the Program Equipment Inventory list at the end of the program year. Inventory list shall include any inventory acquisition, disposition, and condition changes during the program. Upon request by the OEP, a copy of the Contractor's Program Equipment Inventory list shall be provided.

XIII. PROPERTY

All inventories acquired by funds provided through the OEP AGREEMENT become program property. Title to inventory acquired and defined under the AGREEMENT may vest upon expiration of the contract provided all terms and conditions of the contract have been met. This is pursuant to Office of Management and Budget ("OMB") Circular A-102, and 10 C.F.R. § 600.232(A) (1996).

The Contractor shall indicate Weatherization Program ownership, maintain reasonable control, and be responsible for the proper care and maintenance of all inventories acquired through an AGREEMENT with the OEP. Equipment and vehicles no longer required for program operation shall be reported to the OEP prior to disposition. When the AGREEMENT is terminated, the disposition of all inventory acquired with AGREEMENT funds shall be determined as follows:

A. The OEP may allow continued use of program inventory provided that a new AGREEMENT is executed and the inventory continues to be used as originally intended.

B. The OEP may sell inventory to the Contractor, at fair market value, if the Contractor wishes to utilize the inventory for purposes other than for which it was acquired. Fair market value will be determined by the OEP.

C. The OEP may take possession of the inventory.

XIV. CLIENT FILE REQUIREMENTS

A. Separate File

A separate file shall be maintained for each household receiving Weatherization assistance under the terms of this AGREEMENT. The client file shall be retained by the Contractor for a minimum of five years and be available for inspection by representatives of the OEP with reasonable advance notification.

B. Program Application Form
A copy of the signed application form must be retained in the client file. Applicants qualifying for Weatherization will be notified of program eligibility.

C. Fuel Information Release Form
A fuel information release form signed by the applicant to allow the Contractor or the OEP to obtain a utility history for all metered fuels purchased by the applicant household. Refusal to sign fuel information release does not affect weatherization services available to applicants. If fuel information release is not signed by applicant, do not list utility account number on the Weatherization Program Database Website. Applicants who are on a "master metered" system are not required to sign the fuel information release form.

D. Rental Properties
Rental properties may be weatherized under the terms of this AGREEMENT. **Prior written approval is required by the OEP for all rental properties of four (4) or more units.** Written permission to perform itemized services must be obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be retained along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

1. The owner of the rental property or the owner's agent shall agree in writing prior to performing the work, with a stipulation that the rental charge of said dwelling will not be increased for a minimum period of one year from the date of completion of Weatherization services as a consequence of the Weatherization investment.
2. The landlord is required to maintain fit premises pursuant to A.R.S. § 33-1324 (A)(4). The Contractor must obtain written permission from the OEP prior to repairing or replacing any items in the rental property the landlord is required to maintain.

SPECIAL TERMS AND CONDITIONS

XV. DUNS/CCR

The Contractor is required to provide a Dun and Bradstreet Data Universal Numbering System (DUNS) number for the fiscal agent; and proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the AGREEMENT. The DUNS website is located at http://fedgov.dnb.com/webform. The CCR registration information may be found at https://www.bpn.gov/ccr/default.aspx.

XVI. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, (Pub. L. No. 109-282, as amended by Section 6205 (a) of Pub. L. No. 110-252), the Contractor is required to provide information, as applicable, in Exhibit C, incorporated by reference and attached. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov

XVII. SINGLE AUDIT:

In compliance with the Single Audit Act of 1984 (Pub L. No. 98-502, as amended by Pub. L. No. 104-156, which is codified at 31 U.S.C. 7501-7507), grant sub-recipients organizations expending $500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular A-133.

If your organization is subject to the annual audit requirements, then submit two copies of your organization's most recently completed audit in accordance with OMB Circular A-133 and the Management Letter, Findings and Questioned Costs to the OEP.

If your organization is not subject to OMB Circular A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs to the OEP.

If your organization does not have a recently completed audit, submit the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents to the OEP.

XVIII. MONITORING REQUIREMENTS:

Contractor acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.

XIX. AUDIT TRAILS:

Contractor shall maintain proper audit trails for all reports related to this AGREEMENT. The OEP reserves the right to review all program records, including fiscal and programmatic records.

XX. FUND MANAGEMENT:

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

The Contractor must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

Financial Management
Procurement
Personnel
Property
Travel

A system is adequate if it is: 1) ***written***; 2) ***consistently followed*** – it applies in all similar circumstances; and 3) ***consistently applied*** – it applies to all sources of funds. The OEP reserves the right to review all business systems policies.

XXI. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this AGREEMENT shall be used for the project(s) outlined in this AGREEMENT. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Contractor shall be for only the amount of dollars actually spent by the Contractor. For any funds received under this AGREEMENT for which the expenditure is disallowed by an audit exception by the OEP, the State or Federal government, the Contractor shall reimburse said funds directly to the OEP immediately, but not later than fifteen (15) business days, exclusive of state holidays.

XXII. INDEMNIFICATION:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the other governmental entity shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this AGREEMENT, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

XXIII. INSURANCE REQUIREMENTS

The Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this AGREEMENT, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this AGREEMENT and in no way limit the indemnity covenants contained in this AGREEMENT. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this AGREEMENT by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the OEP, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the AGREEMENT.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual

liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$ 50,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this AGREEMENT.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Worker's Compensation	Statutory
Employer's Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH CONTRACTOR or subcontractor exempt under A.R.S. §23-901, AND when such CONTRACTOR or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this AGREEMENT is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this AGREEMENT; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this AGREEMENT is completed.
b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this AGREEMENT.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this AGREEMENT.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this AGREEMENT.

C. NOTICE OF CANCELLATION

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this AGREEMENT in the insurance policies above shall require thirty (30) days written notice to the State of Arizona. Each insurance policy required by the insurance provisions of this AGREEMENT shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits. Such notice shall be sent directly to The Governor's Office of Energy Policy, Evelyn Billings, Grants Administrator, 1700 West Washington, Suite 250, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this AGREEMENT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this AGREEMENT shall be sent directly to Evelyn Billings, Grants Administrator, the Governor's Office of Energy Policy, 1700 W. Washington, Suite 250, Phoenix, AZ 85007. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this AGREEMENT at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.

F. SUBCONTRACTORS

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the insurance requirements in this AGREEMENT shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal AGREEMENT amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

XXIV. POLLUTION OCCURRENCE INSURANCE

If working with pollutants or any remediation exposures are part of the project then Pollution Occurrence Insurance ("POI") shall be added as a part of, or an addendum to, general liability insurance by Contractor and all subcontractors. If Contractor or subcontractors do NOT obtain POI coverage and damage occurs because of not following all aspects of Lead Safe Weatherization, or there is disturbance to any other environmental pollutants, the cost to do

remediation, clean up, relocation, medical expenses or any other resulting costs may not be charged to DOE Weatherization and must be covered by another funding mechanism.

XXV. AMENDMENTS OR MODIFICATIONS

A. This AGREEMENT may be modified only through a written Amendment within the scope of the AGREEMENT, except as provided in (B) and (C) of this section. Changes to the AGREEMENT, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OEP in writing or made unilaterally by the Contractor are violations of the AGREEMENT and of applicable law. Such changes, including unauthorized written Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this AGREEMENT based on those changes.

B. Either party shall give written notice to the other party of the following alterations that do not require a written amendment:

1. Change of Address
2. Change of telephone number
3. Change in authorized signatory
4. Change in the name and/or related contact information of the person to whom notices are to be sent.

C. Without limit, Administration Costs funds may be moved to Program Operations as long the Budget Total is not exceeded as listed in Exhibit A - Budget. Any change shall be made in consultation with and approved in writing by the OEP Weatherization Program Manager but shall not require a formal amendment.

XXVI. SUBCONTRACTORS

The Contractor understands and agrees that no subcontract that the Contractor enters into shall in any way relieve the Contractor of any responsibility for performance of duties. Notwithstanding anything to the contrary contained in this AGREEMENT, the Contractor is not an employee or agent of the OEP. In the event the Contractor elects to retain a subcontractor, the Contractor hereby agrees to hold harmless, indemnify and defend the OEP, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Contractor.

XXVII. LOBBYING

The Contractor shall not pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this AGREEMENT.

XXVIII. APPLICABLE LAW

All parties to this AGREEMENT shall comply with all applicable federal, state and local laws.

XXIX. LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

XXX. NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. §35-154, every payment obligation of the State under the AGREEMENT is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this AGREEMENT, this AGREEMENT may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Contractor in support of this AGREEMENT.

Funds are not presently available for performance under this AGREEMENT beyond the current fiscal year. No legal liability on the part of the OEP for any payment may arise for performance under this AGREEMENT beyond the current fiscal year until funds are made available for performance of this AGREEMENT.

XXXI. ARBITRATION

In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this AGREEMENT through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

XXXII. INVALIDITY OF PART OF THIS AGREEMENT

The parties agree that should any part of this AGREEMENT be held to be invalid or void, the remainder of the AGREEMENT shall remain in full force and effect and shall be binding upon the parties.

XXXIII. CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any AGREEMENT, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the AGREEMENT or any extension of the AGREEMENT is in effect, an employee or agent of any other party to the AGREEMENT in any capacity or a consultant to any other party of the AGREEMENT with respect to the subject matter of the AGREEMENT. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of cancellation unless the notice specifies a later time.

XXXIV. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this AGREEMENT for a period of five years after completion of the AGREEMENT. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXV. SUSPENSION OR DEBARMENT CERTIFICATION:

By signing the AGREEMENT, the Contractor certifies that the firm, business or person acting as a subcontractor has not been debarred, suspended or otherwise lawfully been precluded from participating in any public procurement activity with any federal, state or local government. Signing the AGREEMENT without disclosing all pertinent information about a debarment or suspension shall result in rejection of the AGREEMENT or cancellation of the AGREEMENT. The OEP may exercise any other remedy available by law.

XXXVI. TERMINATION:

The OEP reserves the right to terminate the AGREEMENT at any time, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the AGREEMENT shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

XXXVII. NON-DISCRIMINATION

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XXXVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the OEP any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this AGREEMENT.

XXXIX. PROGRAM REVIEW AND SITE VISITS

The OEP has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to the OEP representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

XL. RIGHTS IN DATA

The OEP may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this AGREEMENT.

XLI. HEALTH & SAFETY

The nature of the work to be performed under this AGREEMENT is inherently hazardous. In performance of work under this AGREEMENT, the Contractor shall satisfy all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety.

XLII. OCCUPATIONAL SAFETY AND HEALTH ACT ("OSHA") GUIDELINES

The Contractor or Subcontractor conducting activities to fulfill the requirements of the Weatherization Low-Income Assistance project must be in compliance with the requirements and shall operate with the guidelines set forth by OSHA (Pub. L. No. 91-596, which is codified at 29. U.S.C. 651-678).

XLIII. ENTIRE AGREEMENT

This AGREEMENT, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire AGREEMENT between the parties and supersede all understandings, oral or written.

XLIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the AGREEMENT. This provision applies to work performed by subcontractors at all tiers. Contractor shall declare all anticipated offshore services to the OEP.

XLV. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the AGREEMENT. The State shall retain the right to perform random audits of the Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the AGREEMENT for default and suspension and/or debarment of the Contractor. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLVI. E-VERIFY REQUIREMENT

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the AGREEMENT and the contractor may be subject to penalties up to and including termination of the AGREEMENT. OEP retains the legal right to inspect the papers of any employee who works on the AGREEMENT to ensure that the contractor or subcontractor is complying with the warranty. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

Questions about E-Verify see website below:
http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD

XLVII. SCRUTINIZED BUSINESSES

In accordance with A.R.S. §35-391 and A.R.S. §35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran. The Contractor shall require all subcontractors to abide by this provision during the term of the AGREEMENT.

XLVIII. ATTORNEY FEES

In any litigation arising out of this Agreement, each party shall bear all of its own attorneys' fees.

XLIX. NOTICES

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:
Gila County
Office of Community Services
5515 South Apache Avenue, Suite 200
Globe, AZ 85501

Contractual/Financial Contact
Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

Program/Technical Contact
Malissa Buzan
Housing Services Manager
PHONE 928-402-8693
FAX 928-425-9468
EMAIL mbuzan@co.gila.az.us

If to the OEP:
The Governor's Office of Energy Policy
1700 W. Washington, Suite 250
Phoenix, AZ 85007

Contractual/Financial Contact
Evelyn Billings
Grants Administrator
PHONE 602-771-1141
FAX 602-771-1203
EMAIL ebillings@az.gov

Program/Technical Contact
OEP Assigned Auditor

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to the OEP and Contractor within ten (10) days of any change affecting this provision.

IN WITNESS WHEREFORE, the parties hereto have executed this AGREEMENT.

STATE OF ARIZONA
GOVERNOR'S OFFICE OF ENERGY POLICY

By _____ Date: 6/22/12
Leisa B. Brug
Director
Or Authorized Signatory

_____ Date: 6/22/12
Travis Price
Compliance, Finance & Procurement Manager
Office of the Governor

GILA COUNTY

_____ Date: 7/17/12
Board of Supervisors
Chairman

Tommie C. Martin
Printed name

Chief Deputy County Attorney

_____
Signature Date

Bryan B. Chambers
Printed name

Exhibit A - Budget	
GILA COUNTY	
LIHEAP Weatherization Program Budget	
OEP Contract Number LW-ESA-12-2182-02Y2	**LIHEAP TOTAL BUDGET**
Contract term to 6-30-2013	
1. Administration Costs	$5,656.66
2. Program Operations	$103,062.99
Budget Total	**$108,719.65**

EXHIBIT B

WEATHERIZATION

PROGRAM REQUIREMENTS

JULY 1, 2012
EDITION

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INSTALLATION MEASURES

All materials/measures installed shall be justified utilizing the Energy Audit Procedures established by the Governor's Office of Energy Policy(OEP).

ENERGY AUDIT PROCEDURE

The Weatherization Assistance Program (WAP) Energy Audit Procedure is to be used by all sub-grantees to gather record and analyze data on structures. This data is to be used to deliver weatherization materials/measures in a fashion that protects the health and safety of the client, increases the durability of the structure, increases the comfort of the client and reduces the energy cost to the client in a cost effective manner.

The following audit activities must be completed on all homes utilizing WAP funds.

A site audit is to be completed that records all of the relevant data on the structure that is needed to perform cost effectiveness tests.

The Cost Effectiveness Procedure must be followed to determine cost effectiveness of potential weatherization materials/measures.

The Pressure Diagnostic Procedure must be completed and the findings documented following the Reporting procedures.

A health and safety audit of the structures must be completed and the findings documented following the Reporting procedures.

A final inspection of the structure must be completed and findings documented following the Final Inspection Procedures.

COST EFFECTIVENESS PROCEDURE

WAP has incorporated a performance-based energy audit procedure that focuses on optimizing investment in energy efficiency through a systems approach. To enable the WAP program to optimize the investment in energy efficiency, the following requirements have been established for the audit procedure:

The energy audit procedure must determine that each weatherization material/measure is cost effective by ensuring the savings-to-investment ratio (SIR) is greater or equal to one.

The energy audit procedure must assign priorities among weatherization materials/measures in descending order of SIR and must account for interactions between architectural and mechanical measures.

Subgrantees have the option to utilize the DOE approved priority list for their climate zone and building type or utilize a site specific REM Design to create a new list of measure that will replace the DOE approved priority list. If a REM design is conducted, it is expected that all measures listed on the DOE approved priority list will be meet in addition to any other measures for which the REM Design is being conducted for.

The energy audit procedure must ensure that the overall SIR for the entire package of materials/measures, including the cost of incidental repairs, is greater or equal to one. Incidental repairs are only allowed if they are necessary to make the installation of weatherization materials effective.

Funds spent to abate energy related health and safety hazards do not need to be included in the preceding requirements. Funds can be spent to eliminate health and safety hazards when the elimination of the hazard is necessary before or because of the installation of weatherization materials.

Written authorization must be received from the OEP before the installation of measures/materials that do not meet the Cost Effectiveness or Health and Safety Requirements established by the WAP program.

To determine the cost effectiveness of weatherization materials/measures, the contractor must use a computer audit approved by the OEP or an appropriate priority list for homes that meet the criteria contained in the list.

CLIMATE ZONES

Arizona Climate Zones used for the Cost Effective Priority Lists are the International Energy Conservation Code (IECC) 2009and can be found at http://energycode.pnl.gov/EnergyCodeReqs/?state=Arizona

FUEL SWITCHING

The Weatherization Assistance Program does not permit the general practice of fuel switching when replacing heating, cooling or water heating equipment. The changing or converting equipment using one fuel source to another will be considered on a limited case-by-case basis only.

Written authorization must be received from the OEP prior to changing or converting equipment using one fuel source to another.

DOE Approved Priority Lists

Current Priority list was approved by DOE in September 2011

A computer audit is required if:
There are potential cost-effective energy upgrades to the house that are not listed on the priority list
There are not sufficient funds to complete all the measures; including energy related health and safety measures and other energy related repairs.
Energy related incidental repairs of more than $100 are included with the energy upgrades.
It is expected that if a site specific computer audit is conducted, that the measures listed for the respected climate zone and building type are modeled with any additional measure and that the savings to investment report is run ranking all measures by SIR from greatest return to lowest.

Assumptions for Block Houses:
Pre and Post blower door = 2000 CFM @ 50 Pa
Uninsulated block walls U-value = 0.371
1000 Square Feet
15% Glazing
Single Pane, aluminum Windows U = 1.13 SHGC = 0.70

Arizona Block Housing Priority List – Zones 2 (Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$45
Gas	$25
Electric Heat Pump	$25

2. Attic insulation to R-30
    a. If R-19 or less existing
3. CFLs
    a. If existing lighting is incandescent bulb in use for 2 hours per day or more
    b. Limit of 8 CFLs per client
4. Solar Screens
    a. Not to exceed $5.00 per square foot
5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$400
Electric Heat Pump	$340

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

7. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

Arizona Block Housing Priority List – Zone 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$70
Gas	$45
Electric Heat Pump	$45

2. Attic insulation to R-30
    a. If R-19 or less existing
3. CFLs
    a. If existing lighting is incandescent bulb in use for 2 hours per day or more
    b. Limit of 8 CFLs per client
4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$400

5. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

7. Install low-e storm windows on East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows.
    b. Emissivity <+0.22
    c. Cost of storm windows not to exceed $15.00/ square foot

Arizona Block Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$125
Gas	$70
Electric Heat Pump	$70

2. Attic insulation to R-38
    a. If R-19 or less existing
3. CFLs
    a. If existing lighting is incandescent bulb in use for 2 hours per day or more
    b. Limit of 8 CFLs per client
4. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$425

5. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4

e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space

f. 4 or more residents

6. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

7. Install low-e storm windows on East, West and North facing windows.

d. If existing windows are single pane, aluminum windows.

e. Emissivity <+0.22

f. Cost of storm windows not to exceed $15.00/ square foot

Assumptions for Frame Built Houses:

1500 Square Feet
No attic insulation
No wall insulation (uninsulated 2X4 stud wall)
Windows starting at U=0.90 SHGC = 0.65
Windows are 15% of wall surface area
Pre and Post blower door = 2000 CFM @ 50 Pa

Arizona Frame Housing Priority List – Zones 2(Yuma, Phoenix)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$45
Gas	$25
Electric Heat Pump	$25

2. Attic Insulation to R-30
    a. If R-19 or less in attic
3. CFLs
    a. If existing lighting is incandescent bulb in use for 2 hours per day or more
    b. Limit of 8 CFLs per client
4. Solar Screen
    a. Not to exceed $5.00 per square foot
5. Dense Pack Side Wall Insulation
    a. Wall insulation not to exceed $2.50 per square foot
6. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$380
Electric Heat Pump	$370

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

Arizona Frame Housing Priority List – Zones 3 (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$75
Gas	$45
Electric Heat Pump	$45

2. Attic Insulation to R-30
    a. If R-19 or less in attic
3. Dense Pack Side Wall Insulation
    b. Not to exceed $2.50 per square foot
4. CFLs
    c. If existing lighting is incandescent bulb in use for **2** hours per day or more
    d. Limit of 8 CFLs per client

5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$375

6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents
7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on East, West and North facing windows.
    g. If existing windows are single pane, aluminum windows.
    h. Emissivity <+0.22
    i. Cost of storm windows not to exceed $15.00/ square foot

Arizona Frame Housing Priority List – Zones 4 and 5 (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Propane	$120
Gas	$70
Electric Heat Pump	$70

2. Attic Insulation to R-38
    a. If R-19 or less in attic
3. Dense Pack Side Wall Insulation
    b. Not to exceed $2.50 per square foot
4. CFLs
    c. If existing lighting is incandescent bulb in use for 2 hours per day or more
    d. Limit of 8 CFLs per client
5. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with AC	$425
Electric Heat Pump	$425

6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. Existing System EF<=0.90
    d. EF >= 2.4
    e. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    f. 4 or more residents

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on East, West and North facing windows.
    j. If existing windows are single pane, aluminum windows.
    k. Emissivity <+0.22
    l. Cost of storm windows not to exceed $15.00/ square foot

Mobile Home Assumptions:
Gas Price: $1.19/Therm (From Southwest Gas Website)
Electricity Price: $0.11/kWh (EIA)
Propane Price: $2.60/gal.

Existing Aluminum Window: U = 1.13 SHGC = 0.80
Replacement Window: U = 0.30 SHGC = 0.30

Existing Component Insulation:
Ceiling Insulation: 1 inch of fiberglass (assembly R = 4.6)
Alternate Ceiling Configuration: Assumes R-19 has been added to roof through rehab
Belly Insulation: Wings: 1 inch rigid board
Center Cavity: 1 inch fiberglass

Walls: 2 inches of fiberglass batt, degraded (assembly R= 7.4)

Zone 2 MH (Phoenix, Yuma)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Natural Gas and Propane with CAC	$25
Electric Heat Pump	$25

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with CAC	$180
Electric Heat Pump	$250

3. Mobile Home Roof Insulation
    a. If less than R-19
    b. Cool roof coating or sealant shall only be done in conjunction with roof insulation
4. Mobile Home Belly Insulation
5. CFLs
    a. If existing lights are incandescent and on 2 hours or more a day
    b. Limit of 8 CFLs per client
6. Solar Screens
    a. Cost not to exceed $5.00/ square foot

7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install heat pump water heater
    g. If there is an existing electric water heat
    h. Cost not to exceed $1900
    i. EF >= 2.4
    j. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    k. 4 or more residents

Zone 3 MH (Safford, Sierra Vista)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Gas	$45
Electric Heat Pump	$45

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with CAC	$230
Electric Heat Pump	$275

3. Mobile Home Roof Insulation
    a. If less than R-19
    b. Cool roof coating or sealant shall only be done in conjunction with roof insulation
4. Mobile Home Belly Insulation
5. CFLs
    a. If existing lights are incandescent and on 2 hours or more a day
    b. Limit of 8 CFLs per client

6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1900
    c. EF >= 2.4
    d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    e. 4 or more residents
7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on the East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows
    b. Emissivity <=0.22
    c. Cost of storm windows not to exceed $15.00/ square foot

Zone 4 & 5 MH (Prescott, Flagstaff)

1. Air Sealing

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction ($)
Natural Gas and Propane with CAC	$70
Electric Heat Pump	$70

2. Duct Sealing and Insulation

Primary Heating Type	Maximum Cost of 100 CFM50 Reduction in duct leakage ($)
Natural Gas and Propane with CAC	$425
Electric Heat Pump	$425

3. Mobile Home Roof Insulation
    a. If less than R-19
    b. Cool roof coating or sealant shall only be done in conjunction with roof insulation
4. Mobile Home Belly Insulation
5. CFLs
    a. If existing lights are incandescent and on 2 hours or more a day
    b. Limit of 8 CFLs per client
6. Install heat pump water heater
    a. If there is an existing electric water heat
    b. Cost not to exceed $1700
    c. EF >= 2.4
    d. Dwelling must not contain an electric resistance furnace if water heater is to be put into conditioned space
    e. 4 or more residents
7. Refrigerator Replacement

Annual kWh/yr Existing Unit	Annual kWh/yr of New Refrigerator		
	400 kWh/yr	500 kWh/yr	600 kWh/yr
800	$525	$393	$262
850	$590	$459	$328
900	$656	$525	$393
950	$722	$590	$459
1000	$787	$656	$525
1100	$919	$787	$656
1200+	$1,050	$919	$787

8. Install low-e storm windows on the East, West and North facing windows.
    a. If existing windows are single pane, aluminum windows

b. Emissivity <=0.22
c. Cost of storm windows not to exceed $15.00/ square foot

GENERAL WASTE HEAT ITEMS

ALLOWABLE MEASURES WHICH DO NOT REQUIRE A COST EFFECTIVENESS TEST

Low-flow Showerhead- Minimum 1 plumbing permitted
Faucet Aerator- Minimum 1 plumbing permitted
Weather-stripping
Water Heater Insulation (Only for Electric Water Heaters and if local building codes permit)
Furnace or Cooling Filters (up to a one-year supply)
Door Sweep
Pipe Insulation (If applicable)
Set Back Thermostat

Total cost of LCNC should not exceed $250 of total house cost.

DURABILITY MEASURES

Measure installed to protect or insure the long-term effectiveness energy measures are allowed. Total expenditures are subject to budget limitations.

PRESSURE DIAGNOSTIC PROCEDURE

The pressure diagnostic procedures are to be followed when performing air leakage diagnostics and repair. These procedures provide crews with immediate feedback on the effectiveness of air sealing work, insure that repairs will provide long-term energy benefit in a safe manner, and provide essential management information needed to monitor the cost effectiveness of the air sealing programs. Pressure Diagnostic Decision Tree

The pressure diagnostic decision tree provides assistance to agency personnel in identifying the minimum level of pressure testing that needs to be performed to meet the Weatherization Program requirements. The decision tree is comprised of two levels of housing characteristics and corresponding test requirements. In all cases, air sealing can only be performed in conjunction with pressure diagnostics.

Level One: Homes with Central Forced Air Heating or Cooling

The **complete** pressure diagnostic process must be followed in all cases on homes with a central forced air heating or cooling system. (Evaporative cooling is not considered a forced air system in this case.)

Level Two: Homes with No Central Forced Air Heating or Cooling

The use of pressure diagnostic process is **optional** in homes that do not have a central forced air heating or cooling system and that do not contain the characteristics listed below.

Possible cost effective envelope sealing: Pressure diagnostics must be completed on homes where the cost of space heating and/or cooling provides possible cost effective envelope sealing opportunities.

Combustion appliance zone testing: The Worst Case Pressure Test must be performed in all zones that contain a combustion appliance.

Testing Procedure
When performing pressure diagnostic, crews are required to use the following procedures **IN SEQUENCE.** If a test is not performed, documentation must be provided in all cases stating the rational for not following the testing procedure.

1. Initial air leakage and room pressure tests
Duct repair
Envelope air sealing
Room pressure balancing

1. Initial Air Leakage and Room Pressure Tests:
These initial tests will provide reference information on the existing condition of the home. This information will be used to determine what retrofit measures are to be completed and their effectiveness.

Perform a complete energy audit and combustion safety test of the house. No pressure testing or air sealing can be done until the required combustion safety procedure is completed.

A. Perform Room Pressure Tests (dominant duct leakage test, room pressure test, and combustion appliance zone [CAZ] test) and record pressures. List combustion appliances located in rooms tested. **If a pressure of –3 Pascal's (Pa) or more exists in a CAZ, or the possibility exists that repair work will create a pressure of –3 Pa or more in a CAZ, corrective action must be completed before or in conjunction with air sealing or duct repair.** Discuss possible corrective action with the client. **If client refuses to allow corrective action to be completed,** no air sealing or duct repair can be completed.

Perform zonal pressures and record the results.
Perform initial Whole House CFM50 Test and record the results.
Perform Pressure Pan Test and record initial pressure difference.
F. Based on the results of the energy audit, combustion safety tests, and pressure tests, determine the extent of work to be completed.

2. Duct Repair Procedure:

Duct repair can only be performed under the supervision of a trained technician.
In all cases, air sealing can only be performed in conjunction with pressure diagnostics.
The Health and Safety Policy must be followed at all times.
Perform duct repair using approved products (see Product Guidelines) and repair techniques (see Duct Repair Techniques).
D. After initial duct repair is performed, evaluate if additional duct repair is possible.
E. Once all attainable duct leakage is repaired, perform post duct repair Whole House CFM50 Test and pressure pan readings. The difference between the initial Whole House CFM50 Test and the post duct repair Whole House CFM50 Test will provide the CFM reduction in duct leakage.

3. Envelope Air Sealing Procedure:

All duct repairs must be completed before envelope air sealing.
Envelope air sealing can only be performed under the supervision of a trained technician.
In all cases, air sealing can only be performed in conjunction with pressure diagnostics.
D. The Health and Safety Policy must be followed at all times.
E. Perform air sealing with high-quality products. Weatherization products must be permanent and guaranteed for at least 15 years.
F. Repeat Whole House CFM50 Test after air sealing work is performed and evaluate if additional air sealing is possible (see Health and Safety Policy for CFM ventilation requirements).
G .Once air sealing is completed, perform final Whole House CFM50 Test and record results.

4. Room Pressure Balancing:

All duct repair and air sealing must be completed before room pressure balancing.
Room pressure balancing can only be performed under the supervision of a trained technician.
In all cases, room pressure balancing can only be performed in conjunction with pressure diagnostics.
The Health and Safety Policy must be followed at all times.
Perform post air sealing room pressure tests (dominant duct leakage test, room pressure test, and worst case test) and record room pressures.
Review options to remedy pressure imbalances with the client. If pressure balancing is not performed, record reasons in the work summary.
Repeat room pressure tests after initial pressure balancing measures are installed and evaluate if addition pressure balancing is needed.
Once pressure balancing is completed, repeat room pressure tests and record results.

COMBUSTION SAFETY AND CARBON MONOXIDE PROCEDURES

The Combustion Safety procedure records data on combustion appliances in the house, possible health and safety issues with these appliances and the actions taken by the Weatherization program. Because combustion appliances can be the dominant factor in the health and safety of the occupants, it is imperative that the combustion safety procedures are followed in all cases.

Note: Gas/propane stoves cannot be replaced utilizing DOE funds.

Carbon Monoxide Tests
Ambient CO levels shall be monitored upon entering the combustion appliance zone and during the test period for all appliances. If ambient levels exceed 35 ppm at any time, turn off the appliance immediately and make appropriate repair recommendations according to the charts provided.

CO shall be measured of undiluted flue gases, in the throat or flue of the appliance using a digital gauge and measured in parts per million (ppm). Do not drill holes in flues for power vented or sealed combustion units. Instead, measure CO at the exterior outlet of the flue and proceed with appropriate actions according to the CO limits identified in the Combustion Safety Action Level table. For all combustion appliances, CO shall be measured at steady-state operating conditions. Measurements shall be taken of undiluted flue gases.

With the exception of unvented gas or propane cooking appliances, CO must be tested in all combustion appliances under worst-case conditions and normal draft conditions (when the appliance fails under worst-case). In addition, it is recommended that CO be tested under a mild down-draft if conditions are safe.
For gas ovens, CO shall be measured at steady state (usually after 5-10 minutes of operation) at the highest setting. When measuring CO on gas ovens, it is recommended to turn on the exhaust hood and open a window to reduce risk of exposure to elevated ambient CO levels.

Spillage and Draft Tests
Spillage and draft tests must be completed for all natural and induced draft space heating systems and water heaters. Spillage and draft must first be tested under worst-case conditions (see procedure below) and then repeated for natural conditions if the appliance fails under worst-case.

When a chimney is shared by multiple appliances the appliance with the smallest Btu input rating shall be tested first and remaining appliances tested in order of increasing input rate.

Induced draft heating systems shall be checked for spillage at the base of the chimney liner or flue. If a chimney is shared between an induced draft heating system and a natural draft water heater, spillage shall be checked at the water heater draft diverter. Vent draft pressure shall be measured at steady-state operating conditions for all natural draft heating and hot water appliances. Draft test location should be approximately 1-2' downstream of the appliance draft diverter. The test hole must be sealed with an appropriate plug after the test. Acceptable draft test results are shown below:

Acceptable Draft Test Ranges

Outside Temperature (degree F)	Minimum Draft Pressure Standard (Pa)
<10	-2.5
10-90 (T. out ÷ 40)	−2.75
>90	-0.5

Most appliances will spill upon startup with a cold chimney. Document the amount of time it takes for spillage to stop and a positive draft to be established. Any appliance that continues to spill flue gases beyond the time limits established in the statement below has failed the spillage test.

Acceptable Appliance Spillage Periods
Vented appliances, regardless of type, that spill flue gases for more than 60 seconds after startup, fail the spillage test.

Gas Supply Safety
The entire gas/propane line must be examined and all leaks repaired. Particular care should be made in the immediate vicinity of the appliances and at the joints, shutoff valves, and pilot lines. Identify leaks using a gas leak detector and accurately locate the source of the leak using a soap bubble solution. Flexible gas lines must be replaced if they are: kinked, corroded or show signs of visible wear, the line was manufactured before 1973 (date is stamped on the date ring attached to the line), or the line has any soldered connections.

Combustion Air
Combustion air requirements, as prescribed in NFPA 54 or local gas codes, must be met on all homes with combustion appliances.

The Kbtu per hr input for heating and water heating equipment must be listed. If Kbtu per hr information is not available, state this fact and estimate input.
The location of all heating and water heating equipment must be listed.

The source and amount of combustion air for all heating and water heating equipment must be listed. For appliances that are using an interior space for combustion air, the cubic feet available is determined by the volume (area X height) of the space. Areas that can be isolated and the flow of air restricted from the combustion appliance are not to be included.

Heat Exchanger Safety Checks
Tests for possible cracked heat exchanger must be performed on all systems possible.

HVAC EQUIPMENT AND DISTRIBUTION INSTALLATION/REPAIR POLICY

The following policy must be strictly adhered to when installing or repairing HVAC equipment and distribution systems.

Repair/Replacement
Replacement of inoperable equipment is allowed under the following conditions. A complete REM Design is required for all replacement.

- Existing inoperable AC equipment upgraded with a minimum 13 SEER unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

- Existing inoperable forced air furnace equipment upgraded with a 90+ AFUE unit if the replacement costs are less than the estimated repair cost and the lost saving potential of the new equipment.

Sizing and Installing HVAC Equipment
Minimum HVAC efficiencies:
AC: 13 SEER
Heat Pump: 13 SEER and 7.7 HSPF
Combustion furnace: 80% AFUE.

- New mechanical systems shall be sized according to the ACCA Manual J. Room-by-room load calculations using the ACCA Manual J shall be submitted for each plan to verify sizing.
- Airflow across the indoor coil and/or heat exchanger shall conform to the manufacturer's specifications.
  - Refrigerant charge shall be installed per the manufacturer's specifications.
  - Indoor and outdoor units shall be "matched" according to the ARI Directory.

Evaporative Cooler Installation
It is strictly prohibited to install an evaporative cooler on the ductwork of a forced air heating or cooling system that did not previously include an evaporative cooler. Replacing an existing evaporative cooler with a new evaporative cooler on a forced air heating or cooling system is an allowed health and safety measure.

All existing evaporative coolers must be equipped with a damper system that allows the cooler to be isolated from forced air ductwork or the conditioned space.

Installation of Forced Air Distribution Systems
All new ductwork must be installed according to the Duct Installation/Repair Techniques and Product Guidelines. All duct systems must be pressure tested and the CFM leakage rate cannot exceed 3% of conditioned sqft or 5% of high speed fan flow of the systems air handler capacity.

- Airflow to each room shall match designed airflow calculations from the ACCA Manual J to within +/- 10%.

Repair of Existing Air Distribution Systems
All ductwork must be repaired according to the Duct Installation/Repair Techniques and Product Guidelines.

Duct Installation / Repair Techniques
Flex ducts

- Seal the start collar to the plenum using mastic reinforced with mesh around the entire circumference.
- At all connections (triangles, junction boxes, etc.), fasten the inner liner to the start collar using a mechanically tightened draw band for mechanical strength.
- Seal the inner liner using approved mastic reinforced with fiberglass mesh and overlaid with another layer of mastic sufficient to cover the entire pattern in the mesh.
- Fasten the outer liner well over the start collar using a mechanically tightened draw band.
- Seal all boots to the Sheetrock using mastic or silicone caulk applied at the point where the air barrier (metal or exterior foil backing) meets the Sheetrock.

B. Duct board

- Staple all duct board joints with appropriate staples every two inches.
- Apply a layer of mastic; embed reinforcing mesh and overcoat with another layer of mastic sufficiently thick to hide the pattern in the tape.
- Allow for proper curing (manufacturer's specifications) before starting the system. This is critical.
- Seal all boots to the Sheetrock at the point where the foil backing meets the Sheetrock.

C. Metal

- Seal all points where components join together using mastic. Special attention must be given to any area where tabs provide the method of securing the joint.
- Seal all boots to the Sheetrock at the point where the metal meets the Sheetrock.
- Join all components with screws or other mechanical fastening devices as required in listings or code.

D. Building Cavities Used as Returns

- If the cavity is lined with Sheetrock, seal all joints with mastic. All gaps over 1/4 inch must be reinforced with embedded mesh tape.

- If the cavity is lined with duct board with the fiberglass side facing inside, you must create a positive air barrier in the plenum by covering the fiberglass with a material such as Sheetrock, duct board with the foil facing inside, or coat the fiberglass with mastic, etc., and seal all remaining joints in the plenum.

- If the cavity is unlined (exposed studs) and it is impossible to line the plenum, seal all joints, holes and penetrations using mastic applied with a brush attached to a handle or other extension. It may be easier and more effective to simply create a ducted plenum or chase and avoid the problems associated with using a building cavity to convey conditioned air.

- It may be necessary to cut a hole in the plenum in order to gain access and seal the interior adequately.

E. Air Handler

- Seal all penetrations and gaps between materials using mastic or silicone. If the gap is over ¼ inch, reinforce with fiberglass mesh.
- Seal the areas where the air handler meets the supply/return plenums using mastic reinforced with fiberglass mesh or other approved methods.
- Seal any panels that will require frequent access by the client (such as the filter area), using a quality temporary tape (duct tape).
- The air handler must not have any noticeable leaks.

F. Wall Penetrations

(The most common wall penetration problem is where the opening for the return grille is cut through the wall. In such an installation, even in a lined plenum, the wall cavity is open into the plenum.)

- Where an un-ducted section of the air distribution system penetrates a wall cavity, the wall cavity must be sealed.
- The cavity will first be blocked using a rigid air barrier such as Sheetrock or duct board with the foil facing the airflow.
- All seams, cracks, crevices, and openings will then be sealed airtight using approved mastic.

Duct Product Guidelines

All new ductwork will be a minimum of R-8.

Duct sealing materials shall have both excellent cohesive and adhesive qualities.

Water-based Latex mastic with at least 50 percent solids reinforced with fiberglass mesh at all duct connections, joints and seams shall be used. "Hardcast" type mastic with reinforcing mesh is also acceptable.

- The ducts shall be further attached as per manufacturer's specification, using a draw tie, plumbing strap or screws, as appropriate for a strong mechanical connection. The mechanical connection **does not** replace air sealing.
- Foil tapes, including UL 181 AP-type tapes, when used alone will not be accepted. If tape is used to temporarily hold a seam, it must be overlaid with a coating of mastic that extends at least one inch (1") past the tape on all sides, and is thick enough to hide the tape completely.
- Do not use materials that are potentially damaging or have harmful effects, such as toxic vapors or carcinogenic substances that may be harmful to the clients or the installer. Agencies are required to obtain and maintain the Material Safety Data Sheets (MSDS) for all materials used on the job. Federal law requires this procedure; further information is available locally from the vendor.
- Materials must meet all current codes and manufacturer's specifications.

INSULATION STANDARDS

Installation of Insulation

Insulation must be installed with no gaps, no voids, no compression of the insulation, or no wind intrusion into the insulation. Insulation must also be in alignment with the air barrier in all cases.

All items on the Thermal Bypass Inspection Checklist must be verified where accessible. Items not meeting these standards must be repaired unless the repair is not cost effective. The Checklist includes the following 12 areas:

Shower/Tub at Exterior Wall: Exterior walls behind tub or shower have been fully insulated. Exterior walls behind tub or shower have been faced with air barrier material.
Insulated Floor above Garage: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier is installed at any exposed edges of insulation.
Attic Knee Walls Air barrier is installed on attic side of insulated wall. Insulation is in complete alignment with interior wall finish.
Attic Hatch/Drop-down Stair Attic: Opening is fully gasketed for an air-tight fit. Hatch is covered with insulation that is attached and fits snugly in framed opening.
Cantilevered Floor: Floor framing is completely filled with insulation or insulation is snug against sub-floor. Air barrier installed at any exposed edges of insulation.
Duct Shafts: Opening is enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
Flue Shaft: Opening is fully enclosed as required with flashing. Combustion clearance between flue and combustible flashing (e.g., OSB panel) are properly closed with metal collars and any remaining gaps are sealed with fire-proof caulk or foam.
Piping Shaft/ Penetrations: Opening is fully enclosed as required with flashing and any remaining gaps are sealed with caulk or foam.
Dropped Ceiling/Soffit Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
Fireplace Wall: Air barrier is fully aligned with insulated framing in framed shaft behind fireplace and any gaps are fully sealed with caulk or foam.
Staircase Framing at Exterior Wall/Attic: Air barrier is fully aligned with insulated framing and any gaps are fully sealed with caulk or foam.
Whole-house Fan Attic Penetration: An insulated cover is provided that is gasketed to the framed opening.

RENEWABLES

Section 206 of the Energy Policy Act of 2005 (EPACT 2005) amended the Energy Conservation and Production Act to clarify that assistance under the Weatherization Assistance Program may be provided for renewable energy systems and to provide definitions and criteria to be used in assessing eligibility

Cost Effectiveness
Renewable energy systems must follow the Cost Effectiveness Procedures. Local agencies must determine that the renewable energy system is cost effective by ensuring the discounted savings-to-investment ratio (SIR) is greater or equal to one. The net cost of renewable energy systems after rebates from third parties can be used for the SIR review.

Product Guidelines

Renewable energy systems must meet the requirements established by the State of Arizona for state tax credits which imposed several requirements on the seller of solar devices in order to qualify the equipment and application. Title 44, chapter 11, article 11 of the Arizona revised statues (44-1761- Definitions, and 44-1762 - Solar energy device warranties; installation standards; inspections) provides details on the requirements.

FINAL INSPECTION REQUIREMENTS

A final inspection shall be performed on all jobs.

The final inspection must be completed by designated inspector who did not conduct the initial energy audit and not directly involved with the completion of the job. Special consideration will be taken for subgrantees with limited staff or long distance travel. Subgrantees who would like to request a waiver for this requirement must submit in written a letter to the OEP Weatherization Manager stating the circumstances why this requirement cannot be meet and how they plan to address conducting the final inspections. This letter must be submitted annually at time of contract.

The final inspection shall verify that the house characteristics reported are correct.

The inspection shall verify that all cost effective opportunities were completed.

The inspection shall include all measures listed on the Work Performed report to verify installation has been completed in a safe and effective manner.

The inspection shall include a review of the diagnostic result, both pressure and combustion safety, to verify that all applicable tests were completed.

The inspector shall complete diagnostics on minimum of ten percent of completed homes to compare with reported results.

HEALTH AND SAFETY PLAN

Allowable energy related health and safety actions are those actions necessary to maintain the physical well being of both the occupants and/or weatherization workers where:
Costs are reasonable as determined by DOE in accordance with this approved Master Plan;
The actions must be taken to effectively perform weatherization; or
The actions are necessary as a result of weatherization work.
Each subgrantee will have 20% of their program operations set aside for energy related health and safety repairs. Each subgrantee will be responsible for the management of their health and safety budget and will be required to bill health and safety repairs as a separate budget line item. Subgrantees will also be required to obtain written approval from OEP for all health and safety repairs exceeding $2000. Subgrantees are also reminded that any health and safety expenses in excess of 20% of subgrantee program operations budget will result in disallowed cost.

Home Assessment & Client Evaluation

The weatherizing subgrantee must determine presence of at-risk occupants before proceeding with evaluation services. The Client Health & Safety Evaluation form must be reviewed and signed by the client and evaluator before the evaluation is started. (This form has been drafted and will be implemented 7/1/12)

Crew and client H&S issues are viewed as closely linked in the areas of site conditions and work procedures. Working from this concept, which assumes that any hazard associated with a work site, whether it is a work practice, an existing condition, client behavior, and so forth, has the potential of harming both crew and client, a holistic approach towards H&S is taken throughout the entire process of weatherizing a home, with special emphasis given to the initial inspection.

The initial audit, by a qualified Auditor/ Inspector, should include sensory inspections and diagnostic testing as listed in the WAP guidelines to verify the existing conditions of the home and any Health & Safety issues that could arise or halt production on said home. Details on existing conditions that could hinder Weatherization are listed below.

All of this is contingent on having well trained inspectors/ auditors. H&S issues are revealed before any work is ever done. This goes a long way towards preventing any harm befalling either crew or client.

Occupant Preexisting or Potential Health Conditions

A feature of any inspection includes client education, whereby the occupant's health problems are addressed. Once a clear understanding has been reached between the program inspector and the occupant, work practices will be deployed so as not to aggravate any preexisting condition. In some rare instances, a deferral may be the only solution.

When a person's health may be at risk and/or the work activities could constitute a health & safety hazard, the occupant at risk will be required to take appropriate action based on severity of risk. Temporary relocation of at-risk occupants may be allowed on a case by case basis. Failure or the inability to take appropriate actions must result in deferral.

Occupants will be required to reveal known or suspected health concerns as part of initial application for weatherization. The occupants of the dwelling will be screened again during the audit. The client must be provided

with information of known risks. It will also require that worker contact information (in the form of agency weatherization office staff phone numbers) be given to the client so client can inform of any issues

Health & Safety Issues

As potential hazards are identified by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, they are analyzed in terms of their severity and how they will be dealt with up to and including deferral. Wherever possible, measures should be considered through the cost justification method of an SIR>1 as an Energy Conservation Measure (ECM) first, before using funds from the H&S allocation. Clients must always be informed of any Health or Safety risk discovered during the evaluation process in writing and written confirmation of receipt of that information by the client must be obtained and kept in the client file. A listing of Health and Safety issues are compiled, any of which that can't be corrected can result in a deferral on any given project. They are as follows:

Air Conditioning and Heating Safety

"Red tagged", inoperable or nonexistent HVAC system replacement, repair, or installation is allowed where climate conditions warrant, unless prevented by other guidance herein. Arizona climate involves a defined heating and cooling season with a Heating Degree Day (HDD) measurement range from 1180 to over 7200. The Cooling Degree Day (CDD) measurements in Arizona range from 573 to more than 5100. Arizona has a vast difference across the state due to the four recognized climate zones and a the vast difference in elevation changes from a few hundred feet above sea level to more than 7000 feet above sea level.

Research indicates of all people who die of heat stroke, about 80 percent are age 50 or older. Deaths attributed to lung disease, diabetes and hypertension increase more than 50 percent during heat waves. Heat stroke occurs 12 to 13 times more frequently in people age 65 and older than in younger persons. It is also an accepted medical fact that infants and children up to four years of age are very sensitive to the effects of high temperatures and rely on others to regulate their environment.

Air conditioning is the number one protective factor against heat-related illness and death effecting people with health issues. Therefore air conditioning system replacement, repair or installation is allowed to be categorized as health and safety in homes with occupants under four years old, over 65 years old and where there are at-risk occupants. Air conditioning system replacement, repair or installation must be attempted through cost justification as an ECM first before using H&S funding. Where this measure can be justified by the approved REM or EA-Quip audit, replacement, repair or installation is not to be included in health and safety.

Reminder- Air conditioning units cannot be installed on rental properties, as it is the requirement of the Landlord pursuant to the Arizona Landlord Tenant Act.

All replacement of HVAC equipment shall first be modeled in REM Design to attempt a SIR of 1 or greater prior to being installed as an H&S measure.

Houses with occupants between the ages of 4-64 requesting the need for air conditioning based on their health being at risk must provide a letter from a doctor defining the condition requiring an air conditioned environment and the maximum allowable air temperature relevant to that person's individual condition.

Repair of all combustible fuel line leaks from the meter or tank to the heating system or appliance are allowable H&S measures. Materials must meet federal, state, and local code. Repair (only) of gas cooking appliances in order to eliminate gas leaks and reduce unsafe levels of carbon monoxide in living area. Repair materials must meet federal, state and local code. Installation of protective materials on combustible surfaces adjacent to energy systems to meet NFPA clearance codes is allowable. Materials and installation must meet NFPA specifications. Materials must meet federal, state and local code.

Heating Systems

Heating systems are repaired or replaced, under H&S, when not operational or unsafe. This measure is taken in order to eliminate unsafe levels of carbon monoxide in the living area and to ensure adequate heating. Justification documentation in the form of the appropriate heat system checklist (per energy source) which includes all required diagnostic recordings for the individual unit, and photos demonstrating the specific issue(s) with the system must be in the client file. Replacement of operational units, where diagnostic readings are attainable, must be attempted to be cost justified as a ECM using regular weatherization funds with an SIR>1 before using H&S funds. A unit with a cracked heat exchanger where diagnostic readings are attainable must be attempted to be replaced through cost justification as an ECM first before using H&S funding. Replacement of non-operational units can only be from H&S funding.

Air Conditioning & Cooling Systems

In a case where an AC system must be replaced and it cannot be justified as an ECM, replacement is an allowable expense under H&S and will always require an approved waiver from OEP. Evaporative Cooling will always be considered an H&S measure but do not require a waiver unless the $2000 threshold is exceeded.

Package Unit Systems

When a package unit is encountered and only one component of that system is inoperable, you must first attempt to service the unit using H&S funds. If servicing the unit does not work and replacement of the inoperable component is determined to be less economical than the replacement of the entire unit, H&S funds may be used upon receiving written approval from OEP.

The weatherizing subgrantee must determine presence of at-risk occupants while also ensuring systems are present, operable and performing. Subgrantees must discuss and provide clients with information on the appropriate use and maintenance of units, with explanation, from the subgrantee.

Appliances and Water Heaters

Replacement of water heaters under H&S is allowed on a case by case basis under the following conditions outlined:
Local agencies may replace a water heater if the cost of repair exceeds the cost of replacement or if the broken water heater is more than 10 years old.
Pictures of the old water heater are to be on file at subgrantee's office.

Information and explanation on appropriate use and maintenance are to be provided to client after installation.
Disposal of old appliances and water heaters must be handled by subgrantee or their contractor.

Replacement and installation of appliances other than water heaters, such as stoves or washing machines, are not allowable H&S costs.

Asbestos

Asbestos anywhere on the interior of the dwelling that would need to be addressed either directly or incidentally during the weatherization process is not an allowable H&S cost. Testing by an AHERA professional for Asbestos is an allowable Health & Safety cost however Abatement of Asbestos is not. Policies have been in effect for asbestos presence and related work practices for many years. The approach is not to disturb, cut or drill said material and deter those measures that might do so. In instances where measures can be installed without disturbing asbestos surfaces or materials, that is the best approach. In instances where a local authority such as Code Enforcement imposes specific guidelines or requirements, service provider program staffs are to make themselves aware of those restrictions and comply with them.

If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that weatherization work cannot be performed without creating a hazard the project is to be deferred. The client is to be informed in writing of the potential hazard and the agency must not return to weatherize until an AHERA certified professional issues a clearance statement. A copy of this statement/report must be kept in the client file.

Prior to drilling or cutting an exterior wall the subsurface must be inspected for asbestos.

When vermiculite is present, unless testing determines otherwise, the unit is to be deferred. Where blower door tests are performed, it is a best practice to perform pressurization instead of depressurization. Encapsulation by an appropriately trained professional is allowed. However asbestos encapsulation and testing cost are not reimbursable by the AZ WAP. Removal is not allowed.

With regard to pipes, furnaces and other small covered surfaces, assume asbestos is present in the covering materials. Encapsulation is allowed by an AHERA asbestos control professional and should be conducted prior to blower door testing.

Clients must be informed that suspected asbestos is present and how precautions will be taken. Clients will be instructed not to disturb suspected asbestos containing material. Clients must be provided information and explanation on asbestos safety information and steps to correct deferral conditions (where applicable). The clients are required to a sign a form, provided by the weatherizing agency, indicating they have been informed (where applicable).
Biologicals and Unsanitary Conditions – odors, mustiness, bacteria, viruses, raw sewage, rotting wood, etc.

A sensory inspection is required. Clients must be informed of observed conditions. Clients must be provided information and explanation on how to maintain a sanitary home and steps to correct deferral conditions (where applicable).

Remediation of conditions that may lead to or promote biological concerns and unsanitary viruses is not an allowable cost. Addressing bacteria and viruses is not allowed. Cleaning or repairing biological and unsanitary conditions to perform weatherization is not allowed. Deferral may be necessary in cases where a known agent is present in the home that may create a serious risk to occupants or weatherization workers. Also see Mold and Moisture bullet below.

Building Structure and Roofing

Site conditions identified and documented by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that poses a safety hazard to its employees and subcontractors and cannot be corrected within the scope of the program. Building structure & roofing should be evaluated visually as to not disturb any existing conditions.

Building Structure – Structural problems with candidate dwellings can often lead to deferral because their scope is beyond the means of the program to treat. Beyond simple incidental repairs, such as roof patching, there is no feasible means to address severe structural defects.

During the pre-inspection or initial inspection of the dwelling, the evaluator must have access to all aspects of the structure in order to adequately and appropriately gather data for the REM energy audit if not using Priority List or to conduct the weatherization work itself. Clothing, dogs, trash or other impediments restricting access to any portion or portions of the dwelling that block necessary access may constitute a deferral.

Building rehabilitation is beyond the scope of the WAP. H&S funds should not be used when the repair is a component of an ECM. In that case, the repair should be cost justified as an incidental repair. Clients must be notified of structurally comprised areas (where applicable).

Code Compliance

Correction of preexisting code compliance issues is not an allowable cost other than where they are triggered by performing weatherization measures. State and local (or jurisdiction having authority) codes must be followed while installing weatherization measures. Condemned properties and properties where "red tagged" health and safety conditions exist that cannot be corrected under this guidance should be deferred.
Per WPN11-6a if a permit is pulled to replace a HVAC system, water heater or other appliance requiring a permit and it is require by the municipality to upgrade all smoke alarms in the home to hardwire with battery backup it would be allowed

Clients must be notified of observed code compliance issues (where applicable). H&S funds should not be used when the repair is a component of an ECM, such as fixing a light fixture in order to install a CFL bulb. In this case the cost should be cost justified as an ECM with the associated incidental repair.
Combustion Gases

Proper venting to the outside for combustion appliances, including gas dryers is required. Correction of venting is allowed when testing or inspection indicates a problem. Combustion safety testing is required when combustion appliances are present.

Correction of venting issues shall be completed and should be done as an incidental repair when it is a component of an ECM. Proper venting to the outside for combustion appliances, including gas dryers is required. Combustion safety testing is required when combustion appliances are present. Inspections, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, must include:

Inspections of venting of combustion appliance and confirmation of adequate clearances to combustibles.
Testing natural draft appliances for draft and spillage under worse case conditions before and after air sealing.
Inspection of cooking burners for operability and flame quality. Replacement of Cook stoves is not allowed. Repair is an allowable H&S cost.
Testing by approved WAP procedures of ambient air in combustion appliance zones & undiluted flue on applicable appliances.

Clients must be provided information and explanation of combustion safety and hazards information, including the importance of using exhaust ventilation when cooking and the importance of keeping burners clean to limit the production of CO.

Drainage – gutters, down spouts, extensions, flashing, sump pumps, landscapes, etc.

Drainage repairs are allowed with H&S funds only as they relate to code compliance. A repair is allowed as incidental repair when it is a component of an efficiency measure, but must be cost justified with the ECM(s).

Major drainage issues are beyond the scope of the Weatherization Assistance Program. Homes with conditions that may create a serious health concern that require more than incidental repair should be deferred. See Mold and Moisture bullet below.

What are major drainage issues?
Where the need for excavating equipment is brought
Installing gutters on more than half the home

An area more than 40 square feet where dirt is required to be moved

Clients must be provided information and explanation of the importance of cleaning and maintaining drainage systems, as well as the benefits of landscape design (where applicable).

Electrical, other than Knob-and Tube Wiring

Minor electrical repairs are allowed where health and safety of the occupants is at risk. Upgrades and repairs are allowed when necessary to perform specific weatherization measures such as relocating an electrical outlet to allow for a dryer to be relocated for proper ventilation or proper connection of an existing water heater.
Clients must be provided information and explanation on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable). H&S funds should not be used when the repair is a component of an ECM such as a service upgrade to handle increased load of a new HVAC system.

Electrical, Knob-and Tube Wiring

Knob and Tube wiring in a home in Arizona will make that home a deferral until the wiring can be upgraded to current wiring codes by homeowner or other program. Subgrantees are encouraged to seek all available programs to assist low-income households.

Subgrantees are required discuss and provide information and explanation to the client on the hazards of overloading circuits, basic electrical safety/risks and over current protection (where applicable).

Fire Hazards
Current inspection criteria (by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above) take into account fire hazards associated with combustion appliances including clearances and venting systems. Through fuel specific checklists, inspectors identify such hazards and make repairs accordingly with respect to budgetary and program limitations. Required adherence to appropriate NFPA codes when repairing or replacing equipment also minimizes the potential for fire hazards.

Correction of fire hazards is allowed when necessary to safely perform weatherization. Home evaluations include checking for fire hazards during the audit. Clients must be informed of observed hazards even if they will not be treated during weatherization.

Formaldehyde, Volatile Organic Compounds (VOCs) and other Air Pollutants

Formaldehyde and Volatile Organic Compounds (VOCs) – Formaldehyde, tobacco smoke, thinners, solvents, cleaners, and any other substances capable of negatively impacting indoor air quality are identified through the On-site inspection process. Basic strategies such as proper storage and ventilation are used to eliminate problems. Air sealing thresholds are maintained so that the presence of these pollutants are not concentrated and allowed to reach toxic amounts. However, this is primarily an occupant responsibility. In some cases, deferral may be an option.

Removal of pollutants is allowed and is required if they pose a risk to workers. If it is determined, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, that pollutants pose a risk to workers and removal cannot be performed or is not allowed by the client, the unit must be deferred. Removal of pollutants that is not necessary to perform weatherization (e.g. cleaning old paint cans and oil out of the garages) is not allowed.

Clients must be informed of observed conditions and associated risks. Client must be given written information and explanation on safety and proper disposal of household pollutants (where applicable).

Injury Prevention of Occupants and Weatherization Workers – Measures such as repairing stairs and replacing handrails

Workers must take all reasonable precautions against performing work on homes that will subject workers or

occupants to health and safety risks. Minor repairs and installation may be conducted only when necessary to effectively weatherize the home; otherwise these measures are not allowed.

The Initial Auditors/ Inspectors, as well as workers where jobs are in progress, are to observe if dangers are present that would prevent weatherization. Clients must be informed by auditors and/or workers of observed hazards and associated risks (where applicable)

Lead Based Paint

Presence of lead based paint associated with dwellings built before 1978. State policy mandates that all personnel working directly on dwellings shall participate in an eight (8) hour Lead Workers Safety class. With respect to Lead Based Paint issues, AZ WX uses an approach that addresses client safety and awareness, worker safety and awareness, and on-site practices.

The head of household of pre-1978 homes to be weatherized receives the informational pamphlet: "Renovating Right". The inspector will also conduct a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure. This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file.

All workers on site on any Weatherization project, whether they be a crew based employee of one of the subcontractors or a private sector contractor, must complete an eight (8) hour Lead Safe Worker Practices Workshop. The aim of this course is to inform the worker about Lead hazards and the proper ways to deal with them, and in doing so, to work in such a way as to not expose client families (and their own families) to these hazards. All crews and contractors are required to carry HEPA vacuum machines, respirators, disposable bio suits, and all other items associated with safe Lead Work Practices.

The program manual addresses this area specifically with detailed guidance for onsite protocols:

·Wear a tight fitting respirator and disposable coveralls.
·Seal work areas within a home with tape and plastic. Cover furniture, carpet, and other surfaces with plastic drop cloths or tarps.
·Spray water on disturbed areas to minimize dust.
·Clean-up work area each day. Sweep carefully and wet mop as needed. Use a HEPA vacuum cleaner to collect dust and paint chips.
·Keep children away from work area at all times.

While this represents only a summary of the overall Lead Safe Practices and training, it illustrates AZ WX's awareness of the issue and how it is integral to any weatherization project.

Lead Safe Weatherization work practices occur only due to health and safety concerns. It cannot be considered part of an efficiency measure and shall always be calculated and charged as a health and safety cost.

OEP's monitoring staff will have oversight responsibility in this area. While Lead Safe Work Practices have long been built into the program, the monitors will focus more directly on this area as they conduct their monitoring visits. Program operators will be required to show that all Lead Based Paint protocols: information sharing, lead safe work practices, proper equipment, and so forth are up to date and in compliance to all regulations whatever they turn out to be. Those programs that are not in compliance, and fail to comply once identified, will face the most serious sanctions that can be leveled: reduced allocation to start with, loss of contract if necessary. Special attention will be aimed at those programs failing to meet requirements in the area of Lead Safe Work Practices since it poses such tangible consequences for the households that are served.

Subgrantees must follow EPA's lead; Renovation, Repair and Painting (RRP). In addition to RRP, Weatherization requires all weatherization crews working in pre-1978 housing to be trained in Lead Safe Weatherization (LSW). Deferral is required when the extent and condition of lead-based paint in the house would potentially create further health and safety hazards.

Arizona's current status is as follows: all sub grantees have applied for and received Lead Renovator Firm status. All auditors (inspectors) have acquired Lead Renovator (RRP) certification as well as select crew leaders. Additionally, private contractors (excluding HVAC and Plumbers) have also applied for and received Lead Renovator Firm status. This is a requirement for contracting with the program. Private contractors have also met the requirement of having adequate RRP certified employees among their ranks. In summary, Arizona has met the EPA requirements as they now stand by April 2010 deadline. As new contractors apply to work on WX projects the EPA requirements are explained during the application process. No private contractors will be awarded work on any pre-1978 dwellings that don't meet the EPA rules.

Private contractors will be required to furnish proof of RRP and Lead Renovator Firm status as a condition of working for the WX program. The monitoring staff will routinely check that documentation that is on file at each agency verifying compliance to the EPA rules.

All weatherization crews working on pre-1978 homes must receive the 8 hour LSW training and a certified renovator must be assigned to the project and be readily available.

State Monitor/Trainers must be Certified Renovators and receive the 8 hour LSW training.

The head of household of every home to be weatherized receives the informational pamphlet: "Renovating Right". The inspector also conducts a client education segment as part of the initial inspection to assure that the occupants are fully aware of the hazards posed by Lead Based Paint exposure.

The RRP requirements of client education apply. The agencies must give the client a copy of the EPA publication: July 2011 Edition of: *The Lead-Safe Certified Guide to Renovate Right Pamphlet* and have the client sign the Sample Pre-Renovation Form located in the back of the Pamphlet to certify the client has been given the pamphlet.

That signed form must be kept in the client's file to show proof the client has received educational material about the dangers of lead paint.

The certified renovator must be physically present at the work site while signs are being posted, containment is being established, and the work area is being cleaned after the renovation to ensure that these tasks are performed correctly. Although the certified renovator is not required to be on-site at all times, while the renovation project is ongoing, a certified renovator must nonetheless regularly direct the work being performed by other workers to ensure that the work practices are being followed. When a certified renovator is not physically present at the work site, the workers must be able to contact the renovator immediately by telephone or other mechanism. In addition, the certified renovator must perform the post-renovation cleaning verification.

Mold and Moisture

Limited water damage repairs that can be addressed by weatherization workers and correction of moisture and mold creating conditions are allowed when necessary in order to weatherize the home and to ensure the long term stability and durability or the measures. Where severe Mold and Moisture issues cannot be addressed, deferral is required.

The Arizona Weatherization program is not a mold remediation program and funds should not be used to test, abate, remediate, purchase insurance, or alleviate existing mold conditions identified during the audit by the Initial Auditor/ Inspector, the work performance period or the quality control inspection. Most typically, weatherization services may need to be delayed. All local agencies must include some form of notification or disclaimer to the client upon the discovery of a mold condition and what was specifically that was done to the home that is expected to alleviate the condition and/or that the work performed should not promote new mold growth.

Major moisture problems that cannot be corrected within the scope of the program such as:

·An enclosed crawlspace or basement that has standing water for significant periods of time due to inadequate ground or surface water drainage.

·Any building with no overhangs and no gutters, exhibiting signs of major moisture problems such as blistering paint and extensive mold/mildew on the inside of the house.

The clients must be provided with a disclaimer on mold and moisture awareness.

Occupational Safety and Health Administration (OSHA) and Crew Safety

Workers must follow OSHA standards and Material Safety Data Sheets (MSDS) and take precautions to ensure the health and safety of themselves and other workers. MSDS must be posted wherever workers may be exposed to hazardous materials.

MSDS information is monitored during OEP compliance monitoring. Field monitoring performs unit file review for evidence of safe work practices. Field monitoring of in progress units will perform assessments to determine if crews are utilizing safe work practices.

OSHA 10 hour training for all workers, including contractors, assessors, and inspectors, is required. OSHA 30 hour training is required for all crew leaders and OEP Monitor/Trainers by June 30, 2012. All new employees must obtain OSHA 10 or 30 depending on their position held within 180 days of hire. This training can be obtained in various ways. The following are suggested resources.

Classroom Training.
Construction 10 hour and Construction 30

Southwest Building Science Technical Center

Online Training. OSHA has accepted the below sites for online outreach training. We suggest that you sample them before choosing.

Construction 10 hour

1. Advance Online
2. Click Safety (also Roadway, Cal-OSHA, and Spanish)
3. Summit Training Source (also Spanish version)
4. Pure Safety (also Spanish version)
5. Career Safe - (Youth and Corporate versions)
6. Redvector
7. 360Training
8. University of South Florida
9. Coastal Training Technologies
10. Turner Construction

Construction 30 hour

1. Turner Construction (also Spanish version)
2. Click Safety
3. 360Training
4. Summit Training Source
5. University of South Florida
6. Pure Safety
7. Advance Online

Information on obtaining OSHA outreach classes in construction
To find in-person training conducted by an authorized OSHA Outreach Trainer:

a. See www.OutreachTrainers.org to find outreach trainers and/or their schedules

We can send you lists of active trainers in your state – e-mail us if you want this list. Use the lists to contact trainers for information on their training plans.
b. OSHA Education Center in your area may offer it - www.osha.gov/dte/edcenters/map.html
c. The OSHA Consultation office in your area may offer it, see
www.osha.gov/dcsp/smallbusiness/consult_directory.html

Pests

If found, by the Initial Auditor/ Inspector in the Home Assessment & Client Evaluation as listed above, any pest infestation within the dwelling or in any area outside of the dwelling where service provider staff or subcontractors would have to work to perform weatherization measure is an allowable expense. Cost of pest control cannot exceeded 300 dollars and/or 20 percent of the homes budget. If the cost is great than that amount the home will be a deferral until the problem can be handled by another program or the homeowner. (Pests include, but are not limited to: fleas, roaches, rodents, etc.).

Clients must be informed of observed condition and associated risks.

Radon

Whenever site conditions permit, exposed dirt must be covered with a vapor barrier except for mobile homes without skirting or an exterior under surface that serves as a vapor barrier. In homes where radon may be present, precautions should be taken to reduce the likeliness of making radon issues worse. In extreme cases deferral may be an option.

In the State of Arizona Radon testing or remediation is not an allowable H&S measure. Clients must be provided with the EPA consumer's guide to radon.

Refrigerant

Refrigerators are allowed to be replaced as an ECM only. All reclaimed refrigerant processes must follow the Clean Air Act 1990, section 608, as amended by 40 CFR82, 5/14/93. All EPA testing protocols must apply to any testing. Clients are to be advised not to disturb refrigerant. Anyone working with refrigerant, within or employed by the WAP, must have the appropriate training, either an EPA-approved section 608 type I or universal certification. For any appliance containing refrigerant, disposal must include refrigerant reclamation.

Non-certified technicians may not attach or disconnect hoses of gauges to measure pressure within the appliances, top-off or remove refrigerant from appliances or otherwise damage the integrity of the appliance.

Smoke, Carbon Monoxide Alarms, and Fire Extinguishers

1. Weatherization agencies must install carbon monoxide (CO) alarms and smoke alarms in dwelling units where these devices are nonexistent or non-functioning.
2. CO alarms must be, UL listed, installed in accordance with the manufacturer's recommendations and located in compliance with state and local building codes and must have the capability to accurately detect and display low levels of carbon monoxide to 10 ppm and comply with other program requirements.
Local agencies must provide the occupant(s) of the dwelling unit with verbal and written information regarding the following:

a. Dangers of CO and smoke.
b. How to operate and reset the CO and smoke alarms.
c. How to read the CO alarm if there is a digital display.
d. How to respond to CO levels above 10 ppm. (Symptoms of CO poisoning and how the occupant should address the issue should it arise)
The most common symptoms of CO poisoning are headache, dizziness, weakness, nausea, vomiting, chest pain, and confusion.

If these symptoms are present shut off gas appliances, open windows and doors, get out of the home, seek medical help if needed and call a repair man.
e. How to change the batteries of CO and smoke alarms.

3. Smoke alarms must be, installed in accordance with the manufacturer's recommendations, listed in accordance with UL 217, comply with NFPA 72 and other program requirements.
4. Where multiple smoke alarms are required interconnection is required. Actuation of any one smoke alarm shall activate all of the alarms in the individual unit. Hard wiring and interconnection is not required in existing areas provided:
The alteration or repair does not cause the removal of wall or ceiling finishes exposing the structure, and
No attic, crawl or basement is available which can provide access for hard wiring and interconnection without the removal of interior finishes.
5. On average no more than two smoke alarms will be installed in home unless a permit is pulled and code compliance for the municipality the home is located in states differently
:6. If the home has an attached garage or carport a smoke and CO detector are required to be installed if none are present

7. If the home is all electric with no attached garage or carport only smoke alarms are needed

8. Providing fire extinguishers is allowed only when solid fuel is present. Fire extinguishers must be installed, according to the manufactures recommendations, be type ABC, UL listed, $\leq$ 10 lb and with a permanently affixed wall bracket to receive the extinguisher. The client must sign a written agreement to allow a fire extinguisher to be installed in the home within sight of the solid fuel burning heat system when standing at the unit. The agency must discuss and provide information on the use and upkeep of the extinguisher to the client.

Solid Fuel Heating (Wood Stoves, etc)

The weatherization agency must inspect the stove, chimney and flue. Combustion zone depressurization (CAZ) is required per the Energy Out West Field Guide.

Maintenance, repair, and replacement of primary indoor heating units is allowed where occupant health and safety is a concern. Maintenance and repair of secondary heating units is allowed. Replacement of secondary heating units is not allowed. This system must be operational and inspected before any other weatherization begins.

Stand Alone Electric Heaters

Defined as, but not limited to, heaters that do not have a permanent connection to electric power. Repair, replacement or installation is not allowed. Removal is recommended. Circuitry must be checked to ensure adequate power supply for existing space heaters by a licensed electrician.

Clients must be informed of the hazards associated with these types of heaters and the weatherization agency must collect a signed waiver from the client if removal is not allowed.

Space Heaters, Unvented Combustion

Unvented combustion space heaters are not considered a primary heat source. Removal is required, except as secondary heat source and where the unit conforms to ANSI Z21.11.2. Units that do not meet ANSI Z21.11.2 must be removed prior to weatherization but may remain until a replacement heating system is in place. Testing for air-free carbon monoxide (CO) is to be performed per the Energy Out West Field Guide. All units must have an ANSI Z21.11.1 label.

The client must be informed of the dangers of unvented space heaters – CO, Moisture, NO2, CO can be dangerous even if CO alarm does not sound. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins

Space Heaters, Vented Combustion

These units will be treated as furnaces. The Energy Out West Field Guide details the testing required during an evaluation. The replacement system must be operational and inspected using all Energy Out West Field Guide test protocols before any other weatherization begins.

Spray Polyurethane Foam (SPF)

Use EPA recommendations (available online at http:www.epa.gov/dfe/pubs/projects/spf/spray_polyurethane_foam.html) when working within the conditioned space of when SPF fumes become evident within the conditioned space. When working outside the building envelope, isolate the area where foam will be applied, take precautions so that fumes will not transfer to inside conditioned space, and exhaust fumes outside the home. Testing will include checking for penetrations in the building envelope. Sensory inspection inside the home for fumes during foam application must also occur.

The client must be informed of plans to use two-part foam and the precautions that may be necessary. Workers using foam products must receive training on the proper use of these various products and understand the specification for each application type. Documentation of installers viewing an installation video or online training and verification of reading and understanding product use information must be kept at the service provider agency. MSDS sheets are mandatory for any foam product used and a thorough understanding of the temperature sensitivity of the product in use is required.

Ventilation

The State of Arizona will be implementing ASHRAE 62.2 to the fullest extent possible as required by DOE WPN 12-1. Arizona will be implementing the ASHRAE standard in the following phases.

Phase 1 will consist training which will be conducted by the Southwest Building Science Technical Center this will be completed by August 2012. Training is to include knowledge of ASHRAE 62.2, how to calculate needed ventilation rates, and installation of necessary ventilation equipment.
Phase 2 will consist of installation and technical assistance from OEP field staff. Full Implementation will be required by June 30, 2013.

Window and Door Replacement, Window Guards

Replacement, Repair, or installation is not an allowable H&S cost but may be allowed as an ECM if cost justified. If disturbing lead paint, follow LSW practices and the client must be informed on lead risks as indicated in this H&S plan when applicable. Replacement, repair or installation of doors, windows, or window guards is not an allowable H&S cost.

Window Glass is an allowable cost if it is an immediate danger to occupants if budget permits

Deferrals

Deferrals, and/or "walkaways" are processed accordingly:

a. The client shall be informed in writing as to why the dwelling cannot be weatherized. If there are conditions that the client must correct before service is provided, those conditions must also be stated in writing.

b. The service provider is required to refer the client to any alternate program such as home rehab, if one is available in the area.

c. The service provider shall clearly indicate in the client file why the dwelling was given "deferral" status.

d. The service provider must document all referrals to other programs or services in the client file.

e. The client will receive any information prescribed in the Health and Safety section that is appropriate.

Client Education

This procedure is documented by using a signed receipt from the head of household which confirms that the information was not only distributed, but also explained. This receipt is kept in the client file. Draft forms have been developed to document all information discussed and given to the clients along with application and onsite interviews to verify preexisting at risk and health concerns.

REFRIGERATOR REPLACEMENT POLICY

Subgrantees will need to follow the tables for refrigerator replacement located within their climate specific zone.

METERING REQUIREMENTS

Meter at least 10% of units replaced — It is not required to meter every existing refrigerator that is replaced. Initially, as the program gains experience, DOE will require metering on at least 10% of the units replaced. Units that cannot be located in the Association of Home Appliance Manufacturers, or other refrigerator databases, may make up all or most of the 10% requirement.

Meter at least 2 hours — The minimum metering duration required to obtain results accurate enough to make a reliable replacement decision has been debated for several years. DOE believes a two-hour minimum metering duration is an appropriate compromise.

MATERIALS

New refrigerators shall:
Not exceed the size of the replaced unit.
Have a minimum 1-year warranty.

INSTALLATION

The electrical outlet shall:
Provide the voltage specified on the ID plate of the new refrigerator.
Be properly grounded and/or protected with a properly functioning GFCI device.
Be located within reach of the refrigerator without the use of an extension cord.
Be in good condition with nothing visibly wrong (e.g., not cracked or broken, and no spark, smoke, or burn marks, etc.).
Meet refrigerator manufacturer's specifications for space and clearances.

The contractor shall:
Deliver and install the new refrigerator.
Level the unit to ensure proper operation.
Ensure that door hinges are on the appropriate side.
Instruct the customer on refrigerator operation.
Deliver warranties and operating manuals to the customer.
Set temperature controls appropriately.

DISPOSAL

The contractor shall:
Take unit out of service. Make sure the existing refrigerator, removed from the house, and **DOES NOT** find its way back onto the electric grid.
Dispose of unit in an environmentally responsible manner. All refrigerators replaced must be properly disposed of according to the environmental standards in the Clean Air Act of 1990, section 608, as amended by Final Rule 40 CFR 82, May 14, 1993.

Take unit to a de-manufacturing facility or incorporate disposal requirements in vendor contract.
Remove all packing materials from the customer's premises.

REPORTING

The sub-grantee shall record the following information for both the existing and replacement refrigerators:
Manufacturer (for years available)
Brand
Year of manufacture
Model number
Type (e.g., side-by-side, top freezer)
Database estimated kWh/yr

On metered units, the sub-grantee shall provide an estimated annual kWh usage and the duration of metered data.
Provide saving to Investment Ratio for the replacement refrigerator.

WRITTEN AUTHORIZATION

There may be cases where it is the best interest of the client that a refrigerator be installed that does not meet the requirements of the Weatherization Assistance Program Refrigerator Replacement Policy. In these cases, written authorization must be obtained from OEP.

OEP CONTRACT NO. LW-ESA-12-2182-02Y2

EXHIBIT C

FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements

Public Law 109–282; 31 U.S.C. 6101

This section must be completed for any awards greater than or equal to $25,000

Name of Entity Receiving Award	Gila County Office of Community Services
Amount of Award	$108,719.65
Funding Agency	State of Arizona, Governor's Office of Energy Policy
CFDA number	81.042
Award Title	Weatherization Low-Income Home Energy Assistance Program

Location: City Globe State AZ Congressional District 1

DUNS number 02407139

1) Is 80% or more of annual gross revenues from Federal awards? Yes [X] No [ ]

2) Do you receive $25 million or more annually from Federal awards? Yes [ ] No [X]

If you answered Yes to both questions, you must provide the following:

Names and Total Compensation of Top Five paid executives:

1#:	Name		Total Compensation	
2#:	Name		Total Compensation	
3#:	Name		Total Compensation	
4#:	Name		Total Compensation	
5#:	Name		Total Compensation	

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. § 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-1559 **Consent Agenda Item 5- B**

Regular BOS Meeting

Meeting Date: 12/04/2012

Submitted For:	Paula Horn, Deputy Director of Prevention Services	Submitted By:	Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Prevention Services
Fiscal Year:	2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	07/01/12 through 06/30/2017	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Intergovernmental Agreement No. ADHS13-031248 with the Arizona Department of Health Services.

Background Information

The Gila County Office of Health has been providing the HIV Prevention Program services for over seventeen years. The objectives of the Intergovernmental Agreement (IGA) are to provide HIV education, HIV testing, counseling, risk assessment and risk reduction.

The Arizona Department of Health Services (ADHS) states HIV testing allows individuals to determine if they are infected with HIV, the virus that causes AIDS. For those whose HIV test is positive, this awareness can motivate them to take steps to protect their health and that of their partners. For those whose HIV test is negative, the testing process is an opportunity to get the information they need to stay uninfected.

The Centers for Disease Control (CDC) estimates that more than one million people in the U.S. are now living with HIV, yet one-fourth don't know they have it. These facts point to the importance of HIV testing as a key component in controlling the spread of HIV infection. CDC has developed guidelines and recommendations, reports, fact sheets, slide sets, and many other tools to assist health professionals with understanding and implementing HIV testing strategies.

Arizona Department of Health Services changed to an electronic grant filing process (Procure.AZ.gov) and all existing contracts had new numbers assigned. The contract HG852277 was in effect from January 2008 to December 2012. The contract is now an original contract to cover the period of 2012 through 2017.

Evaluation

This funding will allow Gila County to continue to provide HIV prevention services to Gila County residents.

Conclusion

Without this funding Gila County would be unable to provide HIV Prevention Program services.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve the Intergovernmental Agreement Contract No. ADHS13-031248 between Gila County and the Arizona Department of Health Services to continue to provide HIV Prevention Program services.

Suggested Motion

Approval of an Intergovernmental Agreement (Contract No. ADHS13-031248) (former Contract No. HG852277) with the Arizona Department of Health Services in the amount of $4,561 to continue to provide HIV Prevention Program services for the period of July 1, 2012, through June 30, 2017.

Attachments

Intergovernmental Agreement No. ADHS13-031248 with Arizona Department of Health Services

Legal Explanation

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS13-031248

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: HIV Prevention Program **Begin Date:** 07/01/2012

Geographic Service Area: Gila County **Termination Date:** 06/30/2017

1.1.1.1
1.1.1.2 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.**
- [ ] **Other: Federal Agency**

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: 928-425-0794

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 Supervisor

This Contract shall henceforth be referred to as Contract No. ADHS13-031248 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

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.

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:

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be: (check one)

_____ Fixed Price
__X__ Cost Reimbursement
_____ Not to Exceed

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

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

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

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts,

results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead: It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 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 5.2.1, 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 forty-five (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.

5.7 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.

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 Seven (7) and Eight (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 Five (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 five (5) days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration** Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's

activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances** If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity** Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

15.1 Paid and Unpaid Personnel. The Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes** The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract** All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

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

19. **Comments Welcome** The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement

Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

20. **Key Personnel**It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

    1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.

    2. Key personnel are not available for work under this Contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

A. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Tobacco & Chronic Disease (BTCD), HIV Prevention Program has the responsibility for administering HIV Prevention Program Cooperative Agreement funds provided by the U.S. Centers for Disease Control and Prevention (CDC). These funds are provided to state health departments to implement a comprehensive statewide HIV Prevention Program. Arizona's program is based upon CDC Cooperative Agreement guidelines. Beginning July 1, 2012, HIV Prevention programming will focus on the goals and strategies outlined in the National AIDS Strategy (NHAS).

The NHAS lays out clear priorities for increasing the impact of HIV prevention efforts in reducing new infections by intensifying HIV prevention in the communities where HIV is most heavily concentrated. NHAS recognizes the connection between prevention and care and treatment in reducing new infections and improving the health of people living with HIV. The strategy also emphasizes the central importance of reducing disparities in HIV prevention and care and in reducing the stigma and discrimination associated with HIV. High-impact prevention prioritizes those interventions that are most cost-effective at reducing overall HIV infections. Examples of these include HIV testing, condom distribution and programs to help people living with HIV avoid transmitting HIV to others.

Based on Arizona epidemiology, the overall recommendation for statewide prevention programming is to target HIV positive persons and their partners, men who have sex with men (MSM), and injection drug users (IDU). *Men who have sex with men have a particular need for prevention services because this behavioral risk group represents the majority of emerging and existent HIV infections in Arizona*. Additionally County Health Departments should provide prevention services to other persons at risk of HIV infection or transmission in accordance with State statutes and rules. **Arizona Revised Statutes: A.R.S. 36-661** (Definitions), **A.R.S. 36-663** (HIV-related testing; restrictions; exceptions), **A.R.S. 36-664** (Confidentiality; exceptions), **A.R.S. 36-665** (Order for disclosure of communicable disease related information), **A.R.S. 36-666** (Violation; classification; immunity), and **A.R.S. 36-667** (Civil penalty). **Arizona Administrative Code R9-6, Article 10** (HIV-related testing and notification) and **Article 11** (STD-related testing and notification), as appropriate to the services provided.

B. PURPOSE

The purpose of these funds is to assist the County Health Department to implement a comprehensive high impact HIV Prevention Program in Gila County.

C. GOALS

1. To provide access to quality HIV testing and Linkage to Care (HTL) for persons residing in Arizona.
2. To increase the number of persons in the jurisdiction who are aware of their status.
3. To bring all providers' services in line with the Funding Opportunity Announcement (FOA) 12-1201, NHAS and National Goals.
4. To provide partner services in public and private sectors to all persons newly diagnosed with HIV or previously positive with a new STD diagnosis, and to all HIV positive persons or their medical providers requesting continuing partner services.

D. SCOPE OF WORK AND TASKS

Contract Requirements

1. Conduct HIV Testing and Linkage to Care

   1.1. Provide access to quality HTL services in Gila County;

   1.2. HTL services will be provided in accordance with the most recent version of the HIV Testing in Healthcare Settings issued by CDC;

1.3. Identify a supervisor for the HIV program in order to facilitate accountability, communication, quality assurance, and the discussion of programmatic issues as appropriate. Training will be provided by ADHS, BTCD to all supervisors on an as-needed basis and during mandatory scheduled Contractor meetings;

1.4. Assure and document that seventy-five percent (75%) of the negative and ninety percent (90%) of the positive individuals tested in this program receive their test results;

1.5. Work with newly HIV-positive clients

1.5.1. Seropositive clients shall receive medical and psychosocial referrals which shall be recorded in the ADHS BTCD web-based reporting systems, and

1.5.2. HTL staff shall elicit clients' needle or works sharing contacts and sexual contacts for referral into the Partner Services System (PS);

1.6. Collaborate with ADHS Prevention Funded Programs or other federally funded programs (i.e. Substance Abuse and Mental Health Services Administration (SAMHSA) or CDC) to ensure the provision of HTL to program participants;

1.7. Ensure that HTL is:

1.7.1. Confidential in all aspects. It is critical that all HTL programs include strict procedures for ensuring privacy, confidentiality, and security of data, as well as screening for and addressing potential partner violence,

1.7.2. Screen for and address potential partner violence,

1.7.3. Culturally sensitive and acceptable to the populations being served by the program, and

1.7.4. Appropriately documented data; shall be collected on all tests conducted in HTL programs in accordance with ADHS and CDC requirements, standards and guidance. This data shall be entered into the CDC BTCD mandated web-based reporting systems;

1.8. Work with the ADHS Arizona State Lab (ASL);

1.8.1. Appropriate laboratory submission forms shall be completed, and specimens shall be delivered to the ASL. All rapid test confirmations shall be tested using blood or serum,

1.8.2. Submitter shall submit, at minimum, a ten (10) ml tube of whole blood to ASL, and

1.8.3. Programs within a county health department (STD, Family Planning, Prenatal, and Correctional) that use an HIV screening test (i.e. rapid test or enzyme immunoassay (EIA)) are eligible to utilize the state lab for confirmatory testing. These programs are subject to the same reporting requirements as the HIV HTL Program for any tests submitted to the ASL.

2. Conduct Partner Services (PS) including partner/spousal elicitation and notification activities.

2.1. Partner Services activities including partner/spousal elicitation and notification and referral activities will be provided in accordance with the most recent version of the Partner Services Guidance issued by CDC;

2.2. Conduct a program to provide PS in public and private sectors to all persons newly diagnosed with HIV in Gila County. These programs should address all steps of PS, including:

2.2.1. Contacting individuals newly diagnosed with HIV to offer them PS,

2.2.2. Interviewing individuals who accept PS to elicit names of and locating information for sex and injection-drug-paraphernalia-sharing partners,

2.2.3. Locating, notifying, testing, and providing test results to partners,

2.2.4. Reporting preliminary positive and supplemental HIV positive test results to ADHS (Prevention and Surveillance) according to established guidelines, and

2.2.5. Linking partners, especially those who test positive, to appropriate medical evaluation, treatment, prevention, and other services;

2.3. Ensure that Partner Services are:

2.3.1. Confidential in all aspects. Concerns often voiced regarding HIV PS include potential violations of confidentiality, the stigma associated with HIV, and the potential for partner violence associated with PS. It is critical that all PS programs include strict procedures for ensuring privacy, confidentiality, and security of data, as well as screening for and addressing potential partner violence,

2.3.2. Available to all cases, regardless of reporting source (i.e. self-report, testing service, surveillance, etc.). Cases shall be initiated within seven (7) days. Every client shall be investigated within twenty-one (21) days of identification to the County Health Department. Data shall be entered into the data system as it is received,

2.3.3. Culturally sensitive and acceptable to the populations being served by the program, and

2.3.4. Timely (i.e., locating and notifying activities are initiated and completed promptly within ADHS-established timelines). Managers may need to prioritize PS activities, such as the order in which HIV-infected individuals are offered PS or the order in which partners are located and offered PS;

2.4. Work with community partners to promote the Integration of PS into existing services:

2.4.1. Ensure that information about how to access PS services is easily accessible by health care providers in the public and private sectors, Community Based Organizations (CBOs), and other agencies diagnosing or providing services to HIV-infected individuals,

2.4.2. Encourage providers, CBOs, and other agencies providing services to HIV-infected individuals to routinely screen clients for ongoing sexual and injection-drug-use activities and to provide partner information to the County Health Department for provision of Partner Services, and

2.4.3. Work with health care providers, CBOs, and other organizations serving or representing HIV-infected individuals to educate them about the potential benefits of PS for HIV-infected individuals, their partners, and the community and to develop community support for these services.

3. Ensure that all cases of HIV and/or AIDS are reported to the ADHS BTCD HIV Prevention Program and HIV Surveillance Program in a timely manner utilizing ADHS BTCD required documentation.

4. Ensure that all staff providing HIV Testing, Linkage to Care, and/or Partner Services receive appropriate training.

4.1. All staff that provides HIV testing or partner services must successfully complete training activities. With guidance to be provided by ADHS BTCD, Contractor shall establish written protocols outlining internal county training activities and provide the protocol to ADHS BTCD within thirty (30) days of t execution; and

4.2. Supervisor shall review all staff performing activities under this contract to ensure adherence to Agreement elements, internal policies/procedures and CDC guidance for said activities. A brief summary of reviews performed shall be included as part of the monthly narrative report to ADHS BTCD.

5. Assure and document that timely client-centered prevention counseling, linkage to care and partner services are provided to each reported case of AIDS or HIV infection regardless of reporting source.

6. Monitor implementation of the HIV Prevention program. In accordance with CDC requirements, the Contractor must collaborate with ADHS BTCD Office of HIV Prevention in reaching performance levels set for HIV Prevention Program Indicators.

7. Record all HTL and PS activities in ADHS BTCD and CDC mandated databases- EvaluationWeb and PartnerServicesWeb

   7.1. All tests conducted in the HIV program must have data entered into the web based system within twenty-four (24) hours for positive tests and seven (7) days for negative tests;

   7.2. PS activities must be entered into the web based data system (Partner Services Web) in accordance with ADHS BTCD HIV Prevention Program established timelines;

   7.3. All staff utilizing the databases shall complete e-authentication procedures outlined by CDC within thirty (30) days of start of Agreement, or thirty (30) days of hire; and

   7.4. All programs must sign the CDC established Memorandum of Understanding and Rules of Behavior documents with ADHS BTCD in accordance with CDC data-management requirements.

Additional Prevention Program Elements

1. Education to providers specifically related to increasing testing, reducing stigma and health disparities, improving HIV care and treatment, prevention with positive persons and linkage to partner services Gila County Health Department staff shall provide education to those in the community who provide services to clients with HIV/AIDS according to the ADHS BTCD approved workplan.

2. Condom distribution to populations at risk for HIV infection or transmission per the ADHS BTCD approved workplan.

3. Outreach testing at sites identified within the county; sites and activities will be defined, and services provided according to the ADHS approved work plan.

4. Social Marketing for HIV Prevention messages; activities will be described in the ADHS BTCD approved workplan.

5. Behavioral Intervention for Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ) youth. All activities will be described in the ADHS BTCD approved workplan. Monthly progress will be tracked using ADHS BTCD approved reporting tools.

E. REQUIREMENTS:

The Contractor shall have:

1. Access to computer, internet, E-mail, and other communication strategies to ensure frequent contact with ADHS HIV/AIDS Office prevention staff and performance of web-based reporting activities.

2. Ability to collect all required data and implement web-based data entry.

3. Expertise in PS and HTL techniques.

4. Ability to initiate and maintain agreements with community partners supporting any proposed activities.

5. A current list (as Agreement start date) of personnel providing services under this Agreement. Any changes to personnel shall be reported to ADHS BTCD within five (5) business days. Adhere to the Key Personnel requirements provided in the Terms and Conditions section of this Agreement.

6. Contractors shall provide a complete list of the site numbers operating under their auspices by January thirtieth (30th) of each calendar year. Any additions or deletions will be reported to ADHS BTCD in writing within five (5) business days.

7. Experience providing services to HIV+ persons, MSM, and Injection Drug User (IDU) in the contractor's County.

8. Ability to attend ADHS State Contractors meetings and other trainings as scheduled by ADHS BTCD (approximately twice per year).

9. A designated and identified supervisor for all activities, responsible for working with and reporting to ADHS

10. All websites maintained by Contractors shall contain a notice alerting individuals who may be searching or browsing the web that the content may not be appropriate for all audiences. Sample messages may be obtained from ADHS BTCD.

11. Contractor shall fully cooperate with other Contractors and State Employees fitting their own work into the ADHS Testing Network. The Contractor shall not commit or permit any act that interferes with the performance of any other ADHS Contractor or of State Employees.

12. All materials developed or utilized by the program shall include the TESTAZ logo as part of the Arizona HIV Testing Network, may be used in conjunction with any other local marketing. Logo is available from ADHS BTCD Office of HIV Prevention

F. REFERENCE DOCUMENTS: available from ADHS Office of HIV/AIDS Prevention Program upon request:

1. CDC- Partner Services Guidance (2008) www.cdc.gov//hiv/topics/testing/guideline.htm
2. CDC- National Monitoring and Evaluation materials related to data variables and reporting requirements.
3. CDC- Testing in Healthcare Settings Guidance www.cdc.gov//hiv/topics/testing/guideline.htm
4. CDC- Materials Review Interim Guidance.
5. CDC- Guidelines for HIV Surveillance, Control and Partner Information.
6. National HIV/AIDS Strategy www.whitehouse.gov/administration/eop/onap/nhas
7. CDC- High-Impact HIV Prevention www.cdc.gov/HIV (Aug. 2011)
8. CDC Vital Signs (Dec. 2011) http://www.cdc.gov/vitalsigns
9. Laboratory considerations for HIV Rapid Tests http://www.cdc.gov/hiv/topics/testing/resources (laboratory)

G. APPROVALS:

The ADHS will make payment in accordance to the Terms and Conditions set forth in the Contract.

1. The HIV Prevention Program Manager in the ADHS BTCD, or their designee, upon completion, submission, and approval of all deliverables and reporting requirements will accept the monthly Contractor Expenditure Report (CER).

2. The due date for monthly reports and invoicing is the 15th of the month, following the month of service.

3. ADHS BTCD may authorize variations to, and adjust payments for, under and over production of monthly minimum unit rates, not to exceed the annual contract agreement, on a case-by-case basis.

4. All materials developed or utilized by the program shall be approved by the ADHS Materials Review Committee prior to use. Guidelines for submission may be obtained from ADHS BTCD Office of HIV Prevention.

5. Out of county/state travel must be pre-approved in writing by ADHS BTCD Office of HIV Prevention-Program Manager or their Designee.

6. Prevention Planning Group of Arizona (PPGA) conflict of interest "No person in a paid position of the funded program or supervisory position within the agency may be a co-chair of the PPGA or any task force which provides guidance as to funding or intervention decisions".

H. DELIVERABLES

The Contractor shall provide services and submit to the ADHS BTCD Program Manager a CER of the following deliverables in accordance with the Price Sheet of Cost Reimbursement Line Items.

1. Evidence of web-based submission of accurate and completed PS and HTL data and other information as required or requested by CDC and/or ADHS. Web-based reporting of CDC-required data elements must be completed within the ADHS BTCD Office of HIV Prevention established guidelines.

2. A completed CER including detailed financial back-up matching approved budget narrative by the 15th of the month following the month during which the services were provided.

3. Brief monthly narrative outlining progress toward HTL, PS, and other program elements, areas of programmatic concern, and activities conducted during the month under claim. Due to ADHS by the 15th of the month following the month under claim.

4. Subcontracts or Agreements - if applicable, copies of subcontracts or agreements must be provided to ADHS BTCD within thirty (30) days of initiation (subject to approval), updates to progress of activities must be included with monthly narrative.

5. Labor Activity Reports (monthly) if any funding is included partial Full Time Equivalent (FTE) staff time, per the detailed budget narrative.

6. Delivered to ADHS BTCD HIV Prevention program by November 30th of each year, a detailed update to the Work Plan for the next year of service (including as applicable; updated recruitment plan, condom distribution plan, behavioral intervention plans and evaluation plan).

7. Evaluation Report, according to a format provided by ADHS BTCD shall be due on January 30th of the year following the year under claim.

I. ACCEPTANCE

1. Acceptance is signified by signature of the ADHS BTCD Program Director on the CER showing performance is satisfactory for payment.

2. Upon receipt and approval of all specified deliverables

J. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

1. Notices, Correspondence, Reports and Invoices from the Contractor to ADHS should be sent to:

Arizona Department of Health Services
Bureau of Tobacco and Chronic Disease
HIV Prevention Program
Attn: Chelley Weber

150 N. 18th Avenue, #310
Phoenix, AZ 85007
602-364-0822

2. Notices, correspondence, and reports from ADHS to the Contractor shall be sent to:

Gila County Health & Emergency Services
Attention: Paula Horn
5515 Apache Dr., Suite 100
Globe, AZ 85501

PRICE SHEET
Effective July, 2012

Cost Reimbursement Line Items	Budget Amount
1. Personnel Services	$1,771.00
2. Employee Related Expenses	$432.00
3. Professional & Outside Services	$0
4. Travel Expenses	$493.00
5. Other Operating Expense	$1,865.00
6. Capital Outlay Expense	$0
7. Other (Indirect Costs)	$0
Total Contract Amount (not to exceed)	$4,561.00

1. ITEMIZED SERVICE BUDGET (ISB) RESTRICTIONS:

A. With prior written approval from the ADHS BTCD HIV Prevention Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total Agreement amount among the categorical line items. Transfers of funds are only allowed among funded line items as detailed in the original ISB. Transfers exceeding ten percent (10%) of the Agreement amount, or to a non-funded line item, shall require an Agreement amendment.

GILA COUNTY ATTORNEY

Daisy Flores

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

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 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-1565 **Consent Agenda Item 5- C**

Regular BOS Meeting

Meeting Date: 12/04/2012

Submitted For:	Paula Horn, Deputy Director of Prevention Services	Submitted By:	Paula Horn, Deputy Director of Prevention Services, Health & Emergency Services Division
Department:	Health & Emergency Services Division	Division:	Prevention Services
Fiscal Year:	2012-2013	Budgeted?:	Yes
Contract Dates Begin & End:	04/01/12 through 03/31/12	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 2 and Amendment No. 3 Intergovernmental Agreement Contract No. ADHS11-004700 with Arizona Department of Health Services

Background Information

Gila County has been providing HIV care and support services to Gila County, Apache and Navajo Counties for over six years. The program's objectives are to provide care and support services in addressing the personal and medical needs of individuals with HIV disease and their families while coordinating comprehensive, culturally appropriate, and accessible health care activities.

Amendment No. 2 will allow transfer of funds among line items to the current contract.

Amendment No. 3 was given following an assessment of the client acuity and number of clients served. We have requested funds to hire an additional full-time medical case manager to increase timely data entry, quality management obligations, and meet mandated reporting deadlines for increased client caseload.

Changes in the food bank line item process has required additional time and energy to complete this task effectively and efficiently. In addition, we have requested additional office supplies, a cell phone, and increased travel expense money for the new case manager position.

Evaluation

This funding will allow Gila County Health & Emergency Services to continue providing HIV care and support services in Gila, Apache, and Navajo Counties. The mission of the Gila County HIV/AIDS Case Management Program is to increase knowledge and awareness of HIV/AIDS, and improve the quality of life for those who are HIV positive and their affected caregivers. This program provides our clients with resources and tools within their communities to eliminate personal and cultural barriers that seek to prevent them from receiving medical care and maintaining a safe environment in which to live.

Conclusion

Without this funding Gila County would be unable to provide HIV care and support services to Gila, Apache and Navajo Counties.

Recommendation

It is the recommendation of the Director of Health and Emergency Services that the Board of Supervisors approve Amendment No. 2 and Amendment No.3 to Intergovernmental Agreement Contract No. ADHS11-004700 with the Arizona Department of Health Services in the amount of $142,689 (an increase of $53,859.71) for the period of April 1, 2012, through March 31, 2013.

Suggested Motion

Approval of Amendment No. 2 and Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS11-004700) with the Arizona Department of Health Services in the amount of $142,689 to continue providing HIV care and support services for the period of April 1, 2012, through March 31, 2013.

Attachments

Amendment No.3

Amendment No. 2

Amendment No.1
Original Contract
Legal Explanation

	CONTRACT AMENDMENT	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-004700 Amendment No: 3	Procurement Specialist: Elena Beeman

HIV Care Services

It is mutually agreed that the Contract referenced is amended as follows:

1. Effective October 1, 2012, the pricing for this Contract shall be revised to reflect the following changes:

   1.1 Personnel and Employee Related Expenses shall increase $46,866.35 to reflect the new total amount of **$96,953.58.**

   1.2 Professional and Outside Services shall remain **$23,907.42.**

   1.3 Travel shall increase $5,300.00 to reflect the new amount of **$14,000.00.**

   1.4 Other Operating Expenses shall increase $1,693.46 to reflect the new total amount of **$3,386.46**.

   1.5 Indirect shall remain **$4,441.54.**

   The new Contract total is **$142,689.00.** The revision is due to the Gila County is in need of more travel funds and the work load is consistent to request an additional employee.

All other provisions shall remain in their entirety.

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date. _____ Signature / Date	The above referenced Contract Amendment is hereby executed this _____ day of _____, 2012 at Phoenix, Arizona
Authorized Signatory's Name and Title: Tommie C. Martin, Chairman Board of Supervisors	Procurement Officer
Contractor's Name: Gila County Health Department	

	CONTRACT AMENDMENT	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-004700 Amendment No: 3	Procurement Specialist: Elena Beeman

With prior written authorization from the ADHS Ryan White Program Manager, the Contractor may transfer funds among line items.

- Capital Outlay expenses are not allowed
- Indirect expenses are not allowed without an approved and current letter issued by HHS stating the indirect rate (must show proof)
- Direct expenses must be detailed in the budget narrative
- Food and beverage expenses are not allowed
- Out-of-State travel expenses are not allowed

The Items Tab in ProcureAZ will be revised and updated upon execution of this Contract Amendment Three (3).

2. Replace Attachment No. Eleven (11) Budget Justification and Narrative of the Contract with Budget Justification and Narrative of this Amendment.

	CONTRACT AMENDMENT	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-004700 Amendment No: 3	Procurement Specialist: Elena Beeman

ATTACHMENT 11
BUDGET JUSTIFICATION AND NARRATIVE

Contract. NO. ADHS11-004700

Offerors will provide information covering Personnel Services, Employee Related Expenses, Professional and Outside Services, Other Operating Expenses, and Travel in the tables below, for each separate service category proposed, as well as a detailed narrative covering each item listed in the tables. Administrative costs are those which are necessary for the logistical operation of the program, but are not directly related to the delivery of the services provided. Quality Management costs are those which are directly related to the programs clinical quality management activity, the program's participation in the Ryan White Part B statewide quality management program, or any data collection or reporting activity required for clinical quality management.

Gila County Ryan White Part B Line Item Budget Preparation

Amount Requested: 142,689.00

Line Item	Full Salary	FTE % for Program	Core Medical FTE	Core Medical $	Support Services FTE	Support Services $	QM FTE	QM $	Admin FTE	*Admin $	Total $
Personnel Services											
Mel Benedetto	35,412.52	.95	.50	17,706.26	.45	15,935.63					33,641.89
New MCM	33,716.80	1	.50	16,858.40	.50	16,858.40					33,716.80
Accounting Clerk	33,250.00	.01							.01	3,325.00	3,325.00
Sub-total Personnel	102,379.32										**$70,683.69**
Fringe											
Employee Related Expenses (ERE)											
Medical Case Manager	13,810.88	.95	.50	6,905.44	.45	6,214.90					**$13,120.34**
Medical Case Manager	13,149.55	1	.50	6,574.78		6,574.78					**$13,149.55**
Sub-total ERE											
Travel				7,000.00		7,000.00					**$14,000.00**
Sub-total Travel											
Other Operating Expense				493.00		493.46					$986.46

	CONTRACT AMENDMENT	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-004700 Amendment No: 3	Procurement Specialist: Elena Beeman

										2,400.00	$2,400.00
Sub-total Equipment											
Sub-total Supplies											**$3386.46**
Core and Contractual Services											
Outpatient/Ambulatory Care											
HIPSCA				407.42							$407.42
Oral healthcare											
HIPSCA											
Mental Health				4,000.00							$4,000.00
Substance Abuse											
Sub-total Contractual											
G. Support Services											
EFA						8,000.00					$8,000.00
Food Bank/Home Delivered Meals						6,000.00					$6,000.00
Medical Transportation						5,500.00					$5,500.00
Rent, Utilities, Misc overhead											
Sub-total Other											**$23,907.42**
TOTAL DIRECT COSTS	***$138,247.00***										***$138,247.46***
H. Indirect Costs if applicable	$4,441.54										**$4,441.54**
Grand Total											***$142,689.00***
Percentage											

*Total Admin across all services is capped at 10%. Total Quality Management across all services is capped at 5%.

	CONTRACT AMENDMENT	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-004700 Amendment No: 2	Procurement Specialist: Elena Beeman

HIV Care Services

It is mutually agreed that the Contract referenced is amended as follows:

1. Effective April 1, 2012, the following shall be added to the Price Sheet:

   With prior written authorization from the ADHS Ryan White Program Manager, the Contractor may transfer funds among line items.

   Capital Outlay expenses are not allowed

   Indirect expenses are not allowed without an approved and current letter issued by HHS stating the indirect rate (must show proof)

   Direct expenses must be detailed in the budget narrative

   Food and beverage expenses are not allowed

   Out-of-State travel expenses are not allowed

All other provisions shall remain in their entirety.

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date. _____ Signature / Date	The above referenced Contract Amendment is hereby executed this _____ day of _____, 2012 at Phoenix, Arizona
Authorized Signatory's Name and Title: Tommie C. Martin, Chairman Board of Supervisors	Procurement Officer
Contractor's Name: Gila County Health Department	

_____

Bryan Chambers, Chief Deputy Gila County Attorney

	CONTRACT AMENDMENT	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-004700 Amendment No: 1	Procurement Specialist: Elena Beeman

HIV Care Services

It is mutually agreed that the Contract referenced is amended as follows:

1. Effective April 1, 2012, the pricing for this Contract shall be revised to reflect the following changes:

   1.1 Personnel and Employee Related Expenses shall increase $5,018.74 to reflect the new total amount of **$50,087.23.**

   1.2 Professional and Outside Services shall decrease $1,407.42 to reflect the new total amount of **$23,907.42.**

   1.3 Travel shall decrease $4,483.04 to reflect the new amount of **$8,700.00.**

   1.4 Other Operating Expenses shall decrease $1,332.00 to reflect the new total amount of **$1,693.00.**

   1.5 Indirect shall decrease $611.12 to reflect the new total amount of **$4,441.54.**

   The new Contract total shall remain **$88,829.19.** The revision is due to the realignment of the Budget.

   The Items Tab in ProcureAZ will be revised and updated upon execution of this Contract Amendment One (1).

All other provisions shall remain in their entirety.

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date. Signature / Date 8/20/12	The above referenced Contract Amendment is hereby executed this _____ day of _____, 2012 at Phoenix, Arizona
Authorized Signatory's Name and Title: Tommie C. Martin, Chairman Board of Supervisors	Procurement Officer
Contractor's Name: Gila County Health Department	

Bryan Chambers, Gila County Attorney

	CONTRACT AMENDMENT	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-004700 Amendment No: 1	Procurement Specialist: Elena Beeman

2. Delete Uniform Terms and Conditions, Page Thirteen (13), Paragraph C, Contract Administration and Operation, Provision 2, Non-Discrimination, and replace with the following:

   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.

3. Add to Uniform Terms and Conditions, Page Thirteen (13), Paragraph C, Contract Administration and Operation, Provision 10, 11, 12, 13 as follows:

   10. 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.

   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.

   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.

   13. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Delete in its entirety, Special Terms and Conditions, Page Twenty-Two (22), Paragraph R, Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement, from the Contract.

5. Delete in its entirety, Special Terms and Conditions, Page Twenty-Two (22), Paragraph S, Offshore Performance of Work Prohibited, from the Contract.

6. Delete in its entirety, Special Terms and Conditions, Page Twenty-Five (25), Paragraph U, Insurance Requirements Section 7, and replace it with the following:

   7. **APPROVAL**: Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

7. Delete in its entirety, Special Terms and Conditions, Page Twenty-Five (25), Paragraph V, Health Insurance Portability and Accountability Act of 1996 (HIPPA) and replace it with the following:

   Health Insurance Portability and Accountability Act of 1996. 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.

8. Add to Special Terms and Conditions, Page Twenty-Six (26), add paragraph C to Section W. Pandemic Contractual Performance as stated below.

   3. The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.

9. Replace Attachment No. Five (5) Collaborations and/or Proposed Subcontractors of the Contract with Collaborations and/or Proposed Subcontractors of this Amendment.

10. Replace Attachment No. Eleven (11) Budget Justification and Narrative of the Contract with Budget Justification and Narrative of this Amendment.

11. Replace Attachment No. Twelve (12) Proposal Summary Page of the Contract with Proposal Summary Page of this Amendment.

	CONTRACT AMENDMENT	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-004700 Amendment No: 1	Procurement Specialist: Elena Beeman

ATTACHMENT 5
COLLABORATIONS AND/OR PROPOSED SUBCONTRACTORS

Contract No. ADHS11-004700

Collaborations and/or Proposed Subcontractors

If the service or program described in response to this Contract proposes either subcontractors or collaborations, provide a description for each one included.

Documentation of agreement or a support letter, one (1) format provided in Attachment 5, must accompany each identified collaborative partner or proposed subcontract.

Proposed Collaboration(s)	**Terms**	**Relation to proposed project** (How will this collaboration enhance the provision of services in the current proposal)
Northland Cares	To provide outpatient medical services for Gila, Apache and Navajo Counties.	Satellite clinic and telemedicine will be provided making it more convenient for these clients to access HIV care.
North Country Healthcare	To provide core medical services for Apache and Navajo Counties.	The core services include outpatient and ambulatory health services, medical case management, oral health, health insurance premium cost sharing, AIDS pharmaceutical assistance, early intervention and mental health.
Bread and Soup for You, PLLC	To provide HIV support group services for Apache and Navajo Counties.	Provides psychosocial support services for clients and their affected care givers.
Apache County Public Health Services District	To provide HIV Prevention Services to Apache County residents.	Work with Gila County case management in early identification of individuals with HIV/AIDS.
Navajo County Public Health Services District	To provide HIV Prevention Services to Navajo County residents.	Work with Gila County case management in early identification of individuals with HIV/AIDS.
Southern Arizona AIDS Foundation	To provide oral health services to Gila, Apache and Navajo County residents	Work with Gila County case management to ensure client receive oral health services.

Add additional collaborators as needed

	CONTRACT AMENDMENT	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-004700 Amendment No: 1	Procurement Specialist: Elena Beeman

Proposed Subcontractor(s)	Terms	Relation to proposed project (How will this subcontractor enhance the provision of services in the current proposal)
Lori A. Martinez, M.A. LPC, LISAC	To provide Mental services to Gila County Clients and affected support system. Clients will be provided individual counseling.	By providing necessary mental health services to an area which previously had no services.

Add additional subcontractors as needed

DOCUMENTATION OF COLLABORATIVE PARTNER and/or SUBCONTRACTOR

You have been identified in the response to RFP ADHS11-00000347 as either a proposed subcontractor or a collaborating partner in a HIV Care Services project by (Offeror) _____ for (Service Category) _____. Please respond to the following question:

1. How will you (your program/agency) be working to support the terms of the offeror's proposed HIV prevention programming?

   1.1 If your proposed role will be as a **subcontractor** please include the following information: proposed budget details, staffing, and subcontract if available.

   1.2 If your proposed role will be as a **collaborative partner** please include the following information: description of in-kind resource(s) to be provided, staffing.

	CONTRACT AMENDMENT	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-004700 Amendment No: 1	Procurement Specialist: Elena Beeman

ATTACHMENT 11
BUDGET JUSTIFICATION AND NARRATIVE

Contract. NO. ADHS11-004700

Offerors will provide information covering Personnel Services, Employee Related Expenses, Professional and Outside Services, Other Operating Expenses, and Travel in the tables below, for each separate service category proposed, as well as a detailed narrative covering each item listed in the tables. Administrative costs are those which are necessary for the logistical operation of the program, but are not directly related to the delivery of the services provided. Quality Management costs are those which are directly related to the programs clinical quality management activity, the program's participation in the Ryan White Part B statewide quality management program, or any data collection or reporting activity required for clinical quality management.

Ryan White Part B Line Item Budget Preparation 2012-2013

Amount Requested:

Line Item	Full Salary	FTE % for Program	Core Medical FTE	Core Medical $	Support Services FTE	Support Services $	QM FTE	QM $	Admin FTE	*Admin $	Total $
Personnel Services											
Medical Case Manager	$35,412.52	.95	.50	$17,706.26	.45	$15,935.63					$33,641.89
Accounting Clerk	$33,250.00	.01							.01	$3,325.00	$3,325.00
Sub-total Personnel											**$36,966.89**
Fringe											
Employee Related Expenses (ERE)	$13,810.88	.95	.50	$6,905.44	.45	$6,214.90					$13,120.34
Sub-total ERE	$13,810.88										**$13,120.34**
Travel				$4,350.00		$4,350.00					$8,700.00
Sub-total Travel											**$8,700.00**
Other Operating Expense				$246.50		$246.50					$493.00
										$1,200.00	$1,200.00
Sub-total Supplies											**$1,693.00**
Core and Contractual Services											
Outpatient/Ambulatory Care											
HIPSCA				$407.42							$407.42
Oral healthcare											
Mental Health				$4,000.00							$4,000.00

Substance Abuse											
Support Services											
EFA						$8,000					$8,000.00
Food Bank/Home Delivered Meals						$6,000					$6,000.00
Medical Transportation						$5,500					$5,500.00
Rent, Utilities, Misc overhead											
Sub-total Other				$4,407.42		$19,500					$23,907.42
TOTAL DIRECT COSTS											***$84,387.65***
H. Indirect Costs if applicable										$4,441.54	$4,441.54
Grand Total											***$88,829.19***
Percentage										10.09%	

*Total Admin across all services is capped at 10%. Total Quality Management across all services is capped at 5%.

	CONTRACT AMENDMENT	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-004700 Amendment No: 1	Procurement Specialist: Elena Beeman

ATTACHMENT 12
PROPOSAL SUMMARY PAGE

RFP NO. ADHS11-004700 Gila County

2012-2013

Service Category	Included in Proposal (Yes or No)	A. Number of Clients Served Per Year in Proposal	B. Total Cost Per Year of Service Category (as itemized in corresponding Attachment 11)	C. Cost Per Client for Service Category Proposed (B/C)
Outpatient and Ambulatory Health Services	NO			
Medical Case Management Including Treatment Adherence Services	YES	50	17706.26	354.12
Oral Health Care Services	NO			
Health Insurance Premium and Cost Sharing Assistance for Low Income Individuals	YES	50	407.42	8.15
Early Intervention Services	NO			
Mental Health Services	YES	20	4000.00	200.00
Substance Abuse Services (Outpatient)	NO			
Case Management (non-medical)	YES	50	15,935.63	318.71
Emergency Financial Assistance	YES	50	8000.00	160.00
Food Bank/Home-Delivered Meals	YES	50	6000.00	120.00
Housing Services	NO			
Medical Transportation Services	YES	50	5500.00	110.00
Personnel/ERE	YES	50	50087.23	1001.74
Travel (not listed above)	YES	50	8700.00	174.00
Other Operating	YES	50	1693.00	33.86
Indirect	YES	50	4441.54	88.83

	CONTRACT AMENDMENT	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 1740 W. Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040
	Contract No: ADHS11-004700 Amendment No: 1	Procurement Specialist: Elena Beeman

Arizona Department of Health Services

Division of Operations
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007-2670
(602) 542-1040
(602) 542-1741 Fax

JANICE K. BREWER, GOVERNOR
WILL HUMBLE, DIRECTOR

March 31, 2011

Gila County Division of Health and Emergency Services
Attn: Malinda Williams
5515 S. Apache Avenue, Suite 100
Globe, AZ 85501

RE: Request for Proposal (RFP) No. ADHS11-00000347, HIV Care and Services

Dear Ms. Williams:

Gila County Division of Health and Emergency Services (Contractor) has been awarded a Contract pursuant to the Arizona Department of Health Services (ADHS) Solicitation ADHS11-00000347 to provide HIV Care and Services for the HIV Program. Enclosed is a copy of the executed Offer Acceptance and Contract Award.

The Contract requires the following Verification of insurance be provided to ADHS prior to commencement of work being performed by the Contractor. Therefore, a certificate of insurance must be submitted to ADHS within ten (10) days of receipt of this correspondence. The certificate of insurance must exactly match all the requirements and language provided in the Solicitation, Special Terms and Conditions, Insurance Requirements.

The Contractor must not begin work pursuant to the enclosed award notice until the ADHS Procurement Officer assigned to your Contract issues a written notice to proceed or a Purchase Order is executed. Such notice may be provided by email. The Purchase Order and final contract award amount will be dependent on final receipt of federal grant funds. The final grant funding may result in a budget amendment.

We look forward to a mutually beneficial Contract. Thank you for doing business with the ADHS. If you would like to review the procurement file associated with this solicitation, or if you have any questions please contact, Cindy Sullivan at 602-542-2934.

Sincerely,

Christine Ruth

Christine Ruth
Chief Procurement Officer

Enclosure

Cc: Contract File

	Offer and Acceptance		ARIZONA DEPARTMENT OF HEALTH SERVICES
	SOLICITATION NO: ADHS11-00000347	PAGE 32	1740 West Adams Street
	OFFEROR:	OF 64	Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No

86-6000444

Federal Employer Identification No:

Phone:

Fax:

Gila County
Company Name

Michael A. Pastor 2/1/11
Signature of Person Authorized to Sign Offer

1400 E. Ash Street
Address

Michael A. Pastor
Printed Name

Globe AZ 85501
City State Zip

Chairman, Board of Supervisors
Title

By signature in the Offer section above, the Offeror certifies:

1 The submission of the Offer did not involve collusion or other anticompetitive practices
2 The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465
3 The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4 The Offeror certifies that the above referenced organization ___ IS/ X IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less
5 In accordance with A.R.S. §35-397, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran
6 In accordance with A.R.S. §35-397, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan

ACCEPTANCE OF OFFER

The Offer is hereby accepted

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State

This Contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed

State of Arizona
Awarded this 31st day of March 20 11

Bryan Chambers
Chief Deputy
Gila County Attorney

Christine Ryan
Procurement Officer

4.1 Executive Summary

The Mission of the Gila County HIV/AIDS Case Management Program is to increase knowledge and awareness of HIV/AIDS, and improve the quality of life for those who are HIV positive and their affected caregivers. The program provides them with resources within their communities and assists with barriers that would prevent them from receiving medical care and maintaining a safe environment in which to live.

The Gila County HIV/AIDS Case Management program has provided services to our targeted population since 1998 with the same level of excellence and equality. The service area of our three counties is 25,875 square miles. The current Case Manager has been providing service to this area for almost 4 years now and has built a rapport and trust with clients and providers that are important to the success of the program. Confidentiality is one of the top priorities for people living with HIV/AIDS in a small rural community and continuity of care is also important for adherence to treatment.

The Case Management services provided through our Program include but are not limited to intake, needs assessment, education, risk reduction, counseling, and referral services. Staff also locates and coordinates with available resources in the effort to meet specific needs of our clientele. We make every effort to tailor the services to the clients need and ensure our referrals are appropriate and confidentiality is maintained. In our rural service area, HIV medical care often requires the burden of distant travel, the access to care is at a minimum of 50 miles or greater in most cases. As many of our clients do not have transportation it is essential for the Case Manager to travel to them for much of the needed documentation when time is a factor.

The HIV/AIDS Program staff has established strong interagency linkages to the County Health Departments and Indian Health Service Units in our service area to ensure that newly diagnosed clients and clients who move into our area are aware of our services and they are afforded the opportunity to obtain those services. Area Dentists and Physicians are also working with our program to coordinate care in a comfortable environment. This program assists in the continuum of care that is necessary for individuals who are infected with HIV/AIDS in maintaining medical and medication adherence, and a good quality of life.

Our clients provide feedback that is vital to the adaptation of our program; we have been able to increase our resource list of services due to this collaboration. The clients interact with each other as a result of Support Groups that have been developed by the current Case Manager enabling them to have a feeling of belonging and reduce the loneliness factor that can be felt in these small rural communities.

The entire Division of Health and Emergency Services, including the HIV/AIDS Department provides services to a diverse and targeted population with the same level of commitment to excellence and equality. Cultural diversity is taken into consideration when services are offered. Bilingual staff is available within the department to assist the non-English and monolingual population and a sign language interpreter and a Spanish language translator is available if the need arises. For our Native American clients we have a liaison from the Apache and Navajo tribes that will assist us with translation. Most program brochures are available in English and Spanish. The HIV/AIDS program provides "family focused" services because the family is an essential element in the clients treatment program. The HIV/AIDS program does not discriminate on any basis. Program staff provides services to our targeted population with attention and consideration of cultural issues with various groups within our services area. In addition, staff has received training regarding multi-cultural awareness and will continue to seek future trainings to assure cultural sensitivity is ongoing.

This Proposal is submitted in the effort to afford our program the opportunity to continue to provide much needed Case Management Services and to provide funding for the support services needed to maintain a healthy lifestyle. Services will be provided to all eligible individuals who are living with HIV/AIDS and their affected caregivers in our service area, which is Gila, Apache, and Navajo counties. There are also services provided to the Navajo and Apache Reservations within this area.

The program staff is well trained and has extensive experience and expertise. The Gila County HIV/AIDS Case Management Program team is devoted to identifying the immediate and unmet needs of our clientele and in providing quality services.

Method of Approach

4.2. Written Narrative

The Gila County HIV Care and Services Program provides support services to low-income individuals with HIV infection who do not have sufficient health care coverage or financial resources for coping with HIV/Aids. All HIV positive clients and family members affected by the HIV diagnosis in Gila, Apache, and Navajo county are entitled to non-medical case management services through the Gila County HIV case manager.

There are several clinics available for HIV positive clients living in Gila, Apache, and Navajo County. Dr. Downing of Northland Cares is the HIV M.D. that covers all three counties. North Country has Federally Qualified Health Care Centers located in Springerville, Show Low, Holbrook and Winslow. North Country works via telemedicine with Dr. Downing. The Gila County Office of Health also collaborates with Dr. Downing to provide an additional satellite outpatient clinic in Payson for HIV clients only. This clinic is held once a month and is available to all clients in Gila, Apache and Navajo Counties, making it more convenient for these clients to access HIV Care. Northland Cares and North Country provide the core medical services to HIV positive clients in these three counties. The Gila County Office of Health provides all of the supportive services to the HIV positive clients residing in these three counties.

Support Services

Case Management (non-medical)

The Case Manager provides assistance and guidance to the clients in obtaining medical, social, community, legal, financial, and other needed services. Case management services are provided in a manner that is culturally and linguistically appropriate for the client. The Case Manager meets with each client in an environment that provides confidentiality, privacy and a sense of security for that client. Initial meetings are often held outside the client's home until a rapport is established between the client and Case Manager. Meetings may take place at the client's home, the local Health Department, a restaurant, or even on the side of the road. The Case Manager has an unmarked vehicle containing a locked brief case to ensure patient confidentiality.

The case manager meets with clients on an individual basis to help prioritize client needs and set long and short term goals based on those needs. An initial face-to-face meeting with the client is scheduled for an assessment of client service needs. The case manager conducts an eligibility screening and coordination of benefits for all applicants. Information is gathered regarding the

individual's eligibility for Ryan White services including identity, income, residency, HIV status and a denial from AHCCCS are obtained. The case manager assists the client with the application process for insurance. This screening determines the payment source only; it does not impact the non-medical case management services provided. The Case Manager and client discuss available outpatient care in their area. Once the client decides upon a particular site, the Case Manager contacts the physician's office to schedule an appointment. Paperwork for lab work is either faxed directly to the lab or faxed to the Case Manager to give to the client. It is essential that the client see a physician as soon as possible. This visit provides education, direction and support for the client; basically, this visit provides the client with hope.

Once the client has seen the physician a comprehensive, individualized care plan can be developed based on client needs. The Gila County Case Manager works with the client to ensure they have the necessary insurance to obtain their medications. If the client has insurance, the case manager assists them in obtaining their medication from a pharmacy that can provide their HIV medications. If they do not have insurance, than an ADAP application is completed, and a 30 day supply of medications will be provided until AHCCCS eligibility is determined. If the client does not have dental insurance, the Case Manager assists the client complete the Delta Dental application and the paperwork is submitted to SAAF in Tucson for approval.

Together the client and Case Manager establish a plan of action to work toward the client's goals. Some clients just need a sounding board to organize their thoughts; others need additional assistance to obtain their goals. Some clients can make their own appointments, keep their appointments, get their lab work and refill their prescriptions with a minimum amount of assistance. These clients require less face-to-face contact. Communication does occur in other forms such as telephone, email, fax, text, and regular mail. Other clients require a great deal of non-medical case management. They may need to have the Case Manager assist them through every step of each process. A periodic reevaluation and adaptation of the plan is done at a minimum of every six months on all clients.

Case management is constantly changing and evolving based on the client's medical and personal needs. Clients are assisted with coordination of doctor's appointments, lab work, and pharmacy needs. Coordination of additional referrals is also handled such as for vision screenings, influenza vaccines, and oral health care. For example, if the client requires dental work and is enrolled in Delta Dental, the Case Manager provides the client with a list of eligible contracted dentists within their area and assists the client in making an appointment. A pretreatment estimate is sent to the Case Manager by the dentist. The Case Manager schedules a follow-up visit with the client to review the estimate and determine what the program can pay and what amount is the client's responsibility. A referral letter is sent to the dentist stating the amount that will be paid by the program and that any additional amounts will need prior authorization.

The Case Manager keeps up-to-date on the services available within their communities. The clients are provided assistance in obtaining those resources necessary to obtain the client's goals. Assistance provided may include, but are not restricted to, helping the client obtaining a job, ensuring the client resides in a nurturing environment that is safe, and ensuring that the client can obtain essential needs such as food, clothing, and utilities. The overall goal of these services is to ensure that the client has access to care and to optimize health outcomes for people living with HIV/AIDS.

Emergency Financial Assistance

Program clients experience the same "emergencies" as all other individuals do. Because of their health status these emergencies may have a severe impact on their financial situation. It is the responsibility of the case manager to provide assistance during these times. When other resources are not available, this assistance may include emergency financial assistance such as utility assistance, housing, food cards, medications, and unexpected medical expenses directly related to HIV care. Individuals who are underinsured or uninsured can be provided temporary medications until insurance is obtained. If an individual is on AHCCCS and it is not covered under the formulary, then the Case Manager can pay for the medication. Emergency Financial Assistance is a short term solution, not an ongoing service.

HIV clients that are eligible and have a need for assistance can receive financial assistance to pay their premiums to extend their health insurance for a transitional period until they obtain new coverage. Low income clients that qualify can also receive assistance with copayments and deductibles on an emergency basis. It is the case manager's responsibility to determine the client's eligibility according to program guidelines. Due to the current economic situation, there has been an increase in the number of clients that need co-pay assistance.

Psychosocial Support Services

Clients in Apache and Navajo Counties have a support group that meets once a month. The group is facilitated by a Psychiatric Mental Health Nurse Practitioner and the Case Manager also participates in these meetings. These support meetings are a time for social interaction in addition to education for the HIV positive client and any affected care givers who wish to participate. A topic regarding living with HIV is discussed such as medication, reading lab work, herbal therapy, side effects of medication, and social concerns such as loneliness and living with HIV in a small community. Members have an opportunity to attend two retreats each year. The case manger is currently trying to organize a support group in Gila County.

If the client needs more personalized services, the Case Manager provides them with numbers for local Counseling Centers, or, with the clients consent, will request the closest Counseling Center to contact the client. In Show Low there is Community Counseling Center and in Springerville there is Little Colorado Counseling Center. In Gila County clients can receive services from Horizon Human Services, Chicanos Por La Causa, Inc., Rim Guidance, and Arizona Children's Association. Financial assistance can be provided for those clients that are uninsured or underinsured in Gila County only.

Treatment Adherence Counseling

The case manager reinforces the impact medical compliance provides on the client's health status. The case manager supports the doctor's advice and ensures that all the clients concerns have been addressed by the physician. Communication between the physician and the case manager is essential in order to enable the case manager to address any questions the client may have. The case manager also provides guidance and support to family members affected by the clients condition, and ensures they understand the medical plan. Treatment Adherence Counseling involves collaborative team effort between the physician, client, family members and the case manager. The case manager addresses the concerns and side effects that may affect the client's compliance to treatment and works with the physician to find a solution. Memory loss is an issue for many clients and the case manager assists these clients in remembering critical medical appointments. The Case Manager is an essential piece in the support network of the client.

Food Bank/Home-Delivered Meals

There are various food banks located in Gila, Apache and Navajo Counties. The Case Manager ensures that the clients are aware of local food banks and advises the clients when an additional food box service becomes available. Store gift cards may be provided for individuals to purchase household supplies and hygiene items. The Case Manager may purchase a community value food box for a client from a local food bank or provide a gift card to a local supermarket for the purchasing of groceries.

Housing Services

The Case Manager can provide short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. If the client does not qualify for the Community Action Program, the Northern Association of County Governments, or any other resources, and qualifies for Ryan White Services; the Case Manager may provide financial assistance for utility deposits, housing deposits, propane, and other utilities on a short term basis as the payer of last resort.

Medical Transportation Services

All three counties are rural, and transportation is a major issue for many clients. Those who are uninsured or underinsured are provided with gas cards or access to public transportation by means of bus passes, taxi or van services to enable them to get to their core medical services and support services. AHCCCS provides transportation for enrolled clients whose appointments are over 50 miles from their home. The Gila County case manager will provide gas cards for Gila County clients for medical and support services; gas cards for support services will be provided to clients in Apache and Navajo Counties. All individuals in all counties will be provided with assistance in coordinating and scheduling their transportation needs when necessary.

Administrative Support

The Gila County Case Manager will be a member of the Northern Consortium which consists of Gila, Apache, Navajo and Coconino Counties. This consortium has meetings scheduled on a quarterly basis to discuss the statewide needs assessment as well as regional concerns. Local resource inventories are updated as needed by the Gila County Case Manager. The Case Manager travels to different regions of the state to take part in regional group meetings, and will work with the ADHS Ryan White Part B Program Data Manager to provide local groups with epidemiological support and data analysis as needed in the development of local needs assessments. The program will be assessed continuously by the Case Manager in collaboration with the Deputy Director of Prevention Services to ensure clients receive accurate health education, interventions and support with respect and integrity.

4.3 **Program Implementation Plan**
See Attachment 1

Case Management (Non-Medical)

The case manager provides advice and assistance in obtaining medical, social, community, legal, financial, and other needed services to individuals in Gila, Apache and Navajo Counties who are diagnosed with HIV/AIDS. Case management will be provided to all clients regardless of the federal poverty level needed for eligibility of support services. Clients who are newly diagnosed, have relocated to our area, or have dropped out of care and would like to resume services will be contacted within 7 days of notification of the case manager. New clients will be evaluated for eligibility and made aware of the services available to them within 14 days from the initial contact with the case manager. Each client will have a current comprehensive individualized care plan, and clients will be provided with a comprehensive list of appropriate community resources.

The referrals into case management can be obtained from several different sources including; doctors, health departments both local and state, hospitals, testing facilities, other case management facilities and client recommendation. The case management contact information is

also available on the Arizona Department of Health Services website, local county websites, and ADHS provided Care Planners. A referral base with a list of contacts must be established by the case manager. Once notified of a new HIV/AID's positive client by these various sources, the Case Manager will contact the individual within 7 days to schedule an initial visit.

The implementation of case management has many tasks to ensure all clients' needs are met. The Case Manager must have a complete understanding of the necessary paperwork required for proof of eligibility for the Ryan White Program. All documentation must be gathered and completed as needed. An initial face-to-face intake with the client is scheduled for an assessment of client service needs within fourteen days from referral date in an environment that provides confidentiality, privacy and a sense of security for that client. The case manager will screen all clients for Ryan White Part B support services and determine eligibility for additional medical and social services. Client's will acknowledge their rights and responsibilities. The case files and non-medical care plan are established. The case manager along with the client meets on a regular basis to help prioritize client needs and set long and short term goals based on those needs. The care plan is re-evaluated at a minimum of every 6 months.

Networking with local service providers and other service groups is an important part of case management. The case manager compiles a list of local resources and keeps up-to-date on the services available. The clients are provided assistance in obtaining resources necessary to obtain their goals. The case manager assists the client in obtaining the resources by making phone calls, providing contact information such as name and phone number, educate the client on the eligibility requirements for the service requested, fax appropriate paperwork if needed, and provide access to on-line computer applications. The client may also required assistance from the Case manager in completing necessary paperwork and documentation needed for additional services.

The evaluation of case management will consist of client follow up, eligibility of Ryan White Part B enrollment, quality assurance of case files, data entry into CAREWare HRSA approved data system, and client satisfaction with the program. Quality assurance will consist of the case manager and the Deputy Director reviewing all case files on a quarterly basis. The Deputy Director and the Registered Nurse back up will be available to assist the case manager on a case by case basis as situations arise. The CAREWare HRSA approved data system will be utilized to produce reports to ensure service encounter evaluation. Clients will be provided a client satisfaction survey annually to obtain feedback from the client to improve program and meet client needs.

Budgeting for case management is produced by timesheets for salary costs, travel reimbursements and general office supplies. The county accounting system tracks the expenditures on a monthly basis to ensure contractors expenditure report is completed

accurately. The internal charges are billed each month for telephone, cell phone usage, postage, internet access charges, gas and maintenance of vehicles, and employee related expenses. The accounting clerk is responsible to complete the state quarterly contractors expenditure report. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for case management will consist of review of client satisfaction surveys for potential areas of improvement. The case manager and the accounting clerk will analyze expenditures on a quarterly basis and project future expenditures. The CAREWare HRSA approved data system will be updated fifteen days after activity and a monthly report will be generated. Client records will be evaluated to ensure that new clients are contacted within 7 days and receive an intake visit within 14 days of referral. Local resources will be reviewed and updated as needed. Quality assurance of case files will ensure accuracy of case management. The overall goal of case management is to provide services to ensure that the client has access to care and to optimize health outcomes for people living with HIV/AIDS.

Emergency Financial Assistance

The case manager takes the appropriate steps to provide short-term payments to agencies or establishes voucher programs to assist with emergency expenses related to essential utilities, housing, food and medication when other resources are not available. Emergency financial assistance consists of determining the clients eligibility for Emergency Financial Assistance, locating all resources available to the client within the service areas, providing the client with the list of resources, and assisting the client in eliminating any barriers to receiving financial assistance from sources other than Ryan White.

The case manager will contact all resources for financial assistance to determine eligibility criteria for each program and create a directory of available services. Emergency financial assistance will consist of eligibility for Ryan White Part B services, client needs, resource directory, verification of services used within grant year, allowable services, payment of services, and documentation as payer of last resort. The case manager will meet with the client to obtain necessary documentation for eligibility for Ryan White Part B services which will verify HIV Status, residency, and household income. Once the case manager has determined the client meets at or below 300% of poverty level requirement then documentation as payer of last resort must be obtained. Case manager and the client will review the care plan and the budget to determine what services the client needs. The client submits a request for emergency financial services and the case manager provides available resources to contact initially. The case

manager can provide emergency financial assistance for utilities, housing, food, medication not covered by AHCCCS or pending ADAP approval, unexpected medical expenses related to HIV condition, health insurance premiums and co-pays and deductibles. If the client has utilized all other resources the case manager will assist with the financial assistance as payer of last resort by payment directly to provider, no direct payment to client are allowed. The case manager will verify the client has not had previous assistance in this funded service in current funding year. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources. Evaluation of emergency financial assistance will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. Local resources for any gaps in services will be sought.

Budgeting for emergency financial assistance is monitored using an electronic network accounting system to produce monthly documentation of expenditures. The case manager has a county credit card to pay for expenses and then is required to reconcile the expenses each month. All invoices for services provided are sent for payment to the county finance department. The emergency financial assistance expenditures will be evaluated per client per cost. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for emergency financial assistance will be to provide clients with an up to date directory of resources in each service area. The case manager will ensure the emergency financial assistance through the Ryan White Part B is payer of last resort. The case manager and Deputy Director will determine which services were provided through Ryan White and seek out other resources for those services. Quality assurance of case files will ensure accuracy of case management. The overall goal of the emergency financial assistance is to assist with emergency expenses related to utilities, housing, food, medication, and medical expenses when other resources are not available.

Food Bank/Home Delivered Meals

The case manager acts to provide actual food, meals and essential household supplies such as hygiene items and household cleaning supplies. Food Bank/Home delivered meals consists of providing those clients who need assistance with a list of local resources that provide food or

household supplies within their community. The case manager can also purchase food boxes, food cards or store gift cards to provide to the client for food and household supplies.

Providing food bank and home delivered meals will consist of locating all resources within the service areas, and contacting all resources to determine eligibility criteria for each program. The case manager creates and maintains an up-to-date directory of available services. Food Bank/ Home Delivered Meals assistance will consist of eligibility for Ryan White Part B services, client needs, resource directory, verification of services used within grant year, allowable services, payment of services, and documentation as payer of last resort. Case manager will meet with the client to obtain necessary documentation for eligibility for Ryan White Part B services which will verify HIV Status, residency, and household income. Once case manager has determined the client meets at or below 300% of poverty level requirement then documentation as payer of last resort must be obtained. The client submits a request for food bank/home delivered meals assistance and the case manager provides available resources to contact initially. If the client has utilized all other resources the case manager will assist with the food bank/home delivered meals assistance as payer of last resort by payment directly to provider, no direct payment to client are allowed. The case manager can provide food cards, food bank vouchers and store gift cards. The case manager and the accounting clerk will analyze expenditures on a quarterly basis and project future expenditures. The CAREWare HRSA approved data system will be updated fifteen days after activity and a monthly report will be generated.

Evaluation of food bank/home delivered meals assistance will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources. Evaluation of this program will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. Local resources for any gaps in services will be sought.

Budgeting for food bank/home delivered meals assistance is monitored using an electronic network accounting system to produce monthly documentation of expenditures. The case manager has a county credit card to pay for expenses and then is required to reconcile the expenses each month. All invoices for services provided are sent for payment to the county finance department. The food bank/home delivered meals assistance expenditures will be evaluated per client per cost. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for food bank/home delivered meals assistance will be to provide clients with an up to date directory of resources in each service area. The case manager will ensure the food bank/home delivered meals assistance through the Ryan White Part B is payer of last resort. The case manager and Deputy Director will determine which services were provided through Ryan White and seek out other resources for those services. Quality assurance of case files will ensure accuracy of case management. Satisfaction surveys will be provided to clients and be reviewed by the case manager and Deputy Director. The overall goal of the food bank/home delivered meals assistance is to assist clients to obtain proper nutrition and maintain a safe healthy living environment.

Housing Services

The case manager acts to provide short-term assistance to support emergency, temporary or transitional housing to enable an individual or family to gain or maintain medical care. Referral services include assessment, search, placement, advocacy, and the fees associated with them. Housing service consists of locating all resources within the service areas, creating an up-to-date list for clients, determining eligibility for assistance, and verifying that Ryan White will be payer of last resort.

Implementation for housing services will consist of eligibility for Ryan White Part B services, client needs, resource directory, verification of services used within grant year, allowable services, payment of services, and documentation as payer of last resort. Case manager will meet with the client to obtain necessary documentation for eligibility for Ryan White Part B services which will verify HIV Status, residency, and household income. Once case manager has determined the client meets at or below 300% of poverty level requirement then documentation as payer of last resort must be obtained. The client submits a request for housing services and the case manager provides available resources to contact initially. The case manager can pay any fee associated with retaining or initiating housing in the form of rent or deposits. The case manager can act as an advocate for client to secure stable safe housing. The case manager contacts all resources to determine eligibility criteria for each program and creates a directory of available services to provide to the client. If the client has utilized all other resources the case manager will assist with housing services as payer of last resort by payment directly to provider, no direct payment to clients are allowed.

Evaluation of housing services will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days

after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized. Budgeting for housing services is monitored using an electronic network accounting system to produce monthly documentation of expenditures. The case manager has a county credit card to pay for expenses and then is required to reconcile the expenses each month. All invoices for services provided are sent for payment to the county finance department. The housing services expenditures will be evaluated per client per cost. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for housing services will be to provide clients with an up to date directory of resources in each service area. The case manager will ensure that housing assistance through the Ryan White Part B is payer of last resort. The case manager and Deputy Director will determine which services were provided through Ryan White and seek out other resources for those services. Quality assurance of case files will ensure accuracy of case management. Satisfaction surveys will be provided to clients and be reviewed by the case manager and Deputy Director. The overall goal of the food bank/home delivered meals assistance is to assist clients to obtain proper nutrition and maintain a safe healthy living environment.

Medical Transportation Services

The case manager takes the appropriate steps to provide transportation services, directly or through voucher, to a client so that he/she may access health care services, both core medical and support. Medical transportation services consists of maintaining a local resource list, eligibility of the client, ensures that Ryan White Part B services are payer of last resort, and provides transportation services by payment directly to the provider, by providing gas cards, gas vouchers, or taxi/bus passes.

Medical transportation services consist of locating all resources within the service areas. The case manager will contact all resources to determine eligibility criteria for each program and create a directory of available services. Implementation for medical transportation services will consist of eligibility for Ryan White Part B services, client needs, resource directory, verification of services used within grant year, allowable services, payment of services, and documentation as payer of last resort. Case manager will meet with the client to obtain necessary documentation

for eligibility for Ryan White Part B services which will verify HIV Status, residency, and household income. Once case manager has determined the client meets at or below 300% of poverty level requirement then documentation as payer of last resort must be obtained. Case manager and the client will review the care plan and the budget to determine what services the client needs. The client submits a request for medical transportation services and the case manager provides available resources to contact initially. If the client has utilized all other resources the case manager will assist with medical transportation services as payer of last resort by payment directly to provider, no direct payment to client are allowed. The case manager can provide gas cards, gas vouchers, taxi and bus passes. Clients who are eligible for AHCCCS have transportation services available for medical appointments only. The medical transportation services can only be used for transportation to a HIV related medical, dental, mental health, and case management appointment.

Evaluation of medical transportation services will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Budgeting for medical transportation services is monitored using an electronic network accounting system to produce monthly documentation of expenditures. The case manager has a county credit card to pay for expenses and then is required to reconcile the expenses each month. All invoices for services provided are sent for payment to the county finance department. The medical transportation services expenditures will be evaluated per client per cost. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for medical transportation services will be to provide clients with an up to date directory of resources in each service area. Local resources will be reviewed and updated as needed. The case manager will ensure the medical transportation services through the Ryan White Part B is payer of last resort. The case manager and Deputy Director will review client satisfaction surveys for potential areas of improvement. The case manager and the accounting clerk will analyze expenditures on a quarterly basis and project future expenditures. The

CAREWare HRSA approved data system will be updated fifteen days after activity and a monthly report will be generated. Quality assurance of case files will ensure accuracy of case management. The overall goal of the medical transportation services is to ensure all clients living with HIV/AIDS are able to attain necessary medical treatment.

Psychosocial support services

The case manager takes the appropriate steps to provide support and counseling activities including, but not limited to, support groups for clients and their affected caregivers. The case manager will facilitate Support Group Sessions which will be scheduled on a monthly basis. Clients requiring more individualized counseling will be provided with resources.

The planning for psychosocial services will consist of locating a mental health professional licensed or authorized within the State to render such services who is willing to facilitate a support group. The case manager coordinates with the mental health professional and determines the date, time, location and topic of group. The case manager will arrange for guest speaker to present topics related to living with and coping with HIV/AIDS. Clients are notified of the group meetings and travel arrangements can be made to transport them to the meetings. The implementation for psychosocial support services will consist of the case manager will meet with the client to obtain necessary documentation for eligibility for Ryan White Part B services which will verify HIV Status, residency, and household income. Mental health is not a covered service provided by AHCCCS or Medicare. The case manager will coordinate payment for mental health professional and transportation costs for clients to attend group. The support group takes place in a safe and confidential location that assures client privacy and well being. A comprehensive list of counseling resources will be developed by the case manager and provided to individuals requiring a more individualized counseling program.

Evaluation of psychosocial support services will consist of review of support group attendance sheets. Topics for group are discussed at the end of each meeting to coordinate the next scheduled meeting. Quarterly quality management of case files will be completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Budgeting for psychosocial support services is monitored using an electronic network accounting system to produce monthly documentation of expenditures. The case manager has a county credit card to pay for expenses and then is required to reconcile the expenses each month. All invoices for services provided are sent for payment to the county finance department. The psychosocial support services expenditures will be evaluated per client per cost. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for psychosocial support services will be to provide clients with an up to date directory of resources in each service area. Local resources will be reviewed and updated as needed. The case manager will ensure the psychosocial support services through the Ryan White Part B is payer of last resort. The case manager and Deputy Director will review client satisfaction surveys for potential areas of improvement. The case manager and the accounting clerk will analyze expenditures on a quarterly basis and project future expenditures. The CAREWare HRSA approved data system will be updated fifteen days after activity and a monthly report will be generated. Quality assurance of case files will ensure accuracy of case management. The overall goal of the psychosocial support services is to provide counseling, education, and peer support ensuring the mental well being of all clients.

Treatment adherence counseling

The case manager takes the appropriate steps to provide for counseling or special programs to ensure readiness for, and adherence to, complex HIV/AIDS treatments for their clients. Clients will receive additional support to encourage their compliance with the medical care plan developed by the clients' physician. Individuals affected by HIV/AIDS will be provided with support to encourage their assistance in sustaining the medical care plan of the client.

Treatment Adherence Counseling involves collaborative team effort between the physician, client, family members and the case manager. It is important that the need for medical compliance is reinforced to the client. This is accomplished through close communication between the case manager and the clients' physician. The case manager assists in keeping the lines of communication open between the physician and the client, encouraging clients to ask questions during their medical visits. The case manager also provides support to client regarding general issues and concerns. This is provided through monthly support groups. This provides the clients with additional support from their peers. The case manager also supports family members affected by HIV/AID's. The case manager will obtain permission from the client to

communicate with affected care givers. The case manger will maintain open communication with affected family members and encourage them to ask questions. The case manager will provide literature on a specific topic of interest or concern to families and encourage them to discuss those topics with the clients' physician. Family members will also be encouraged to attend group support sessions with the client.

The evaluation for treatment adherence counseling will consist of number of visits conducted. Attendance to Support Groups by both infected and affected individuals will be monitored. Quarterly quality management of case files will be completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources.

Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up will be based on the information exchanged between the case manager and the physician regarding the clients' adherence to medical treatment. The case manager and Deputy Director will review client satisfaction surveys for potential areas of improvement. Quality assurance of case files will ensure accuracy of case management. The overall goal of treatment adherence counseling is to ensure the client understands and complies with the physicians recommendations to ensure the client lives to the highest quality of life possible.

4.4 **Program Evaluation Plan**
See Attachment 3

Case Management (Non-Medical)
The evaluation of case management will consist of client follow up, eligibility of Ryan White Part B enrollment, quality assurance of case files, data entry into CAREWare HRSA approved data system, and client satisfaction with the program. The case manager will review clients' individualized care plans at a minimum of every six months to ensure strengths and gaps in programs or performance, trends in service and emerging issues.

Emergency Financial Assistance
Evaluation of emergency financial assistance will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case

manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will review the numbers and purpose of emergency financial assistance and determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Food Bank/Home Delivered meals

Evaluation of food bank/home delivered meals assistance will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will review the number, types and amount of food card, gift card and food vouchers to determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized. A needs assessment will be conducted to help design and or modify intervention.

Housing Services

Evaluation of housing services will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will review the number of requests for housing assistance, process used and outcome will determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Medical Transportation Services

Evaluation of medical transportation services will consist of quarterly quality management of case files completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will review the number of requests for medical transportation, process used and outcome will determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Psychosocial support services

Evaluation of psychosocial support services will consist of review of support group attendance sheets for infected and affected individuals. Topics for group are discussed at the end of each meeting to coordinate the next scheduled meeting. Quarterly quality management of case files will be completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources. The case manager will follow up with each client to determine if the client's needs were met by other resources or if Ryan White services were utilized.

Treatment adherence counseling

The evaluation for treatment adherence counseling will consist of number of visits conducted. Attendance to Support Groups by both infected and affected individuals will be monitored. Quarterly quality management of case files will be completed by the case manager and the Deputy Director of prevention. The case manager will be entering all data into the CAREWare HRSA approved data system and within fifteen days after activity. A monthly report will be generated using CAREWare HRSA approved data system and the case manager will analyze the encounters and determine the needs of local clients and any gaps in resources.

4.5 **Cultural Competency Assessment**

Attachment 2

4.6 **Implementation of one service**

Case Management (Non-Medical)

The case manager provides advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. Case management has many tasks to ensure all clients' needs are met. Case management will be provided to all clients regardless of the federal poverty level needed for eligibility of support services.

Case management will begin with identifying clients who are newly diagnosed, have relocated to our area, or have dropped out of care and would like to resume services provided in the Gila, Apache and Navajo Counties. The referrals into case management can be obtained from several different sources including; doctors, health departments both local and state, hospitals, testing facilities, other case management facilities and client recommendation. The case management contact information is available on the Arizona Department of Health Services website, local county websites, and ADHS provided Care Planners.

An initial face-to-face intake with the client is scheduled for an assessment of client service needs within seven days from referral date in an environment that provides confidentiality,

privacy and a sense of security for that client. The case manager will screen all clients for Ryan White Part B eligibility for support services by calculating household size and household income, which should be at or below 300% of current Federal Poverty Level. Upon signing the "consent to case manage" the client acknowledges their rights and responsibilities including the grievance policy, and to notify provider of any change in their income, residency, health insurance coverage within thirty days. A case file is then opened for the client. The case file consists of demographics, case notes documenting home visits, office visits, phone contacts, email contact and correspondence. Case files contain client proof of income, proof of insurance, doctor correspondence, receipts for support services, and applications for ADAP, AHCCCS, Medicare, and Delta Dental. The client completes consent forms for the case manager to release information to determine eligibility for additional medical and social services. An assessment of the medical treatment plan includes insurance status, HIV status, lab work, doctor visits, medication needs, and Ryan White Part B enrollment responsibilities. A care plan establishes living conditions, support systems, mental health and transportation needs. An assistance budget form is completed to break down monthly income and expenses to create a financial plan to demonstrate need for financial assistance.

The case manager along with the client will meet on a regular basis to help prioritize client needs and set long and short term goals based on those needs. The case manager can assist with obtaining payment sources for the medical treatment plan which include; AHCCCS, Medicare, Veterans Administration, Indian Health Services, private insurance or Ryan White Part B payer of last resort. The case manager evaluates the client's availability, the payer source, and transportation needs to determine the treating physician for the initial consult. Scheduling lab work will require the case manager to collaborate with attending physician, client, and lab provider. Upon completion of lab work the case manager in conjunction with the client will schedule a doctor appointment for medical follow up. Medication needs are determined by the physician; the case manager assists with coordination of the payment source and locates a pharmacy which carries appropriate medications. The case manager ensures transportation needs are met.

Application for dental assistance is completed at client intake with help from the case manager to determine eligibility. If the client requires dental work and is enrolled in Delta Dental, the Case Manager provides the client with a list of eligible contracted dentists within their area and assists the client in making an appointment. A pretreatment estimate is sent to the Case Manager by the dentist. The Case Manager schedules a follow-up visit with the client to review the estimate and determine what the program can pay and what amount is the client's responsibility. A referral letter is sent to the dentist stating the amount that will be paid by the program and that any additional amounts will need prior authorization.

The case manager provides advice and assistance in obtaining medical, social, community, legal, financial, and other needed services. For instance, if the client needs legal assistance the case manager will provide the client resources to legal aid. The case manager keeps up-to-date on the services available within their communities. The clients are provided assistance in obtaining those resources necessary to obtain the client's goals. The case manager assists the client in obtaining the resources by making phone calls, providing contact information such as name and phone number, educate the client on the eligibility requirements for the service requested, fax appropriate paperwork if needed, and provide access to on-line computer applications. Assist client with necessary paperwork and documentation needed for additional services.

The case manager collaborates with Dr. Downing to provide an additional satellite outpatient clinic in Payson for HIV clients only. This clinic is held once a month and is available to all clients in Gila, Apache and Navajo Counties, making it more convenient for these clients to access HIV Care. The case manager assists with the satellite clinic which allows her the opportunity to follow up with the client at the doctor visit and to ensure the lab work, medications, and physician orders are in place for medical treatment plan.

Northland Cares and North Country provide the core medical services for most of the HIV positive clients in these three counties. The physicians in these clinics work with the case manager to ensure follow up for referred services is done. The case manager follows up directly with the clients who receive medical treatment from another medical source to verify program eligibility and treatment adherence. The case manager and the client will review and update the client individualized care plan every six months. The client signs a document notifying them of their responsibility to notify the Ryan White provider of any change in their income, residency, health insurance coverage or eligibility for coverage within thirty days. The case manager and the Part B clients shall re-evaluate semi-annually or anytime there is a change that would affect eligibility.

The evaluation of case management will consist of client follow up, eligibility of Ryan White Part B enrollment, quality assurance of case files, data entry into CAREWare HRSA approved data system, and client satisfaction with the program. Quality assurance will consist of the case manager and the Deputy Director reviewing all case files on a quarterly basis. The Deputy Director and the Registered Nurse back up will be available to assist the case manager on a case by case basis as situations arise. The CAREWare HRSA approved data system will be utilized to produce reports to ensure service encounter evaluation. Clients will be provided a client satisfaction survey annually to obtain feedback from the client to improve program and meet client needs.

Budgeting for case management is produced by timesheets for salary costs, travel reimbursements and general office supplies. The county accounting system tracks the

expenditures on a monthly basis to ensure contractors expenditure report is completed accurately. The county utilizes an electronic network accounting system to produce monthly documentation of expenditures. The case manager has a county credit card to pay for expenses and then is required to reconcile the expenses each month. All invoices for services provided are sent for payment to the county finance department. The internal charges are billed each month for telephone, cell phone usage, postage, internet access charges, gas and maintenance of vehicles, and employee related expenses. The accounting clerk is responsible to complete the state quarterly contractors expenditure report. The case manager and the accounting clerk will review quarterly expenditures and project budget for the remainder of the funding year. Staffing for this program will consist of one full time case manager and one accounting clerk at 10% of her time. The program will also have in-kind staff of a Deputy Director and Registered Nurse to perform duties as assigned.

Wrap up for case management will consist of review of client satisfaction surveys for potential areas of improvement. The case manager and the accounting clerk will analyze expenditures on a quarterly basis and project future expenditures. The CAREWare HRSA approved data system will be updated fifteen days after activity and a monthly report will be generated. Quality assurance of case files will ensure accuracy of case management. The overall goal of case management is to provide services to ensure that the client has access to care and to optimize health outcomes for people living with HIV/AIDS.

4.7 **Services Categories**

Gila County will provide non-medical case management in Gila, Apache and Navajo Counties. The support services we will provide will be emergency financial assistance, treatment adherence counseling, food bank/home delivered meal, housing services, medical transportation, and psychosocial support services.

4.8 **Project Start up Activities**

The current Gila County Case Manager has been providing HIV/AIDS non-medical case management and supportive services to clients in Gila, Apache and Navajo Counties for the past four years. The case manager has built a rapport and trust with the clients and the providers that are important to the success of the program. Strong interagency linkages to the County Health Departments, Indian Health Service Units, physicians and dentists, as well as service organizations have been established to ensure continuity of care. Should we be awarded this grant, there would be no interruption in services. Program services would be implemented immediately following contract award.

4.9 **Accounting and Tracking**

Gila County will ensure that effective fiscal control procedures are used. All fiscal controls will be maintained in accordance with generally accepted accounting standards. New World Accounting system will be used. The accounting system, procedures and practices; books, record, documents and other evidence to sufficiently and properly reflect all cost of any nature expended in the performance of their contractual obligations will be maintained in accordance of generally accepted accounting standards and in compliance with all applicable regulations including OMB Circulars A-102(Administrative Requirements), A-133(Audits Requirements) and A-87(Cost Principals). At all reasonable times, these records shall be subject to and available for inspection, review or audit by funding agency, the State of Arizona and United States Federal Government.
See Other Documentation

6. **Resources**

The Gila County Division of Health and Emergency Services has several resources which are complementary to the program. We currently provide HIV Prevention through the Arizona Department of Health Services in Gila County. We offer adult immunization services and TB testing which can be utilized by the clients in Gila County. Health Start is a neighborhood outreach program which works with women who are pregnant, or think they may be pregnant, and their families. The program offers support and education through visits and classes. It is a special program with trained, experienced women called Community Health Worker that provide the support and education the families need. This service is offered to the Globe/Miami area. The program is free of charge to participants. Client's that are pregnant, postpartum women, infants and children under 5 years of age can be referred to our WIC Office. WIC provides foods, health screening, and nutritional education.

The Gila County Division of Community Services also has several resources which are complementary to the program. The Gila County Office of Community Services provides social services throughout Gila County. Seven main sections make up the Office of Community Services; Community Action Program, Gila Employment and Special Training, Housing Rehabilitation Services, Housing Weatherization Services, Low Income Housing, Reemployment Pre-layoff Assistance Services and the Gila/Pinal Work Force Investment Board. These seven sections provide 35 separate services for the residents of Gila County. The Gila County Community Action Program (CAP) has been in existence since 1980. Its service area includes all of Gila County. The funding is geared towards helping residents become more self sufficient. The Weatherization Assistance Program is a service to make the homes of low-income Gila County residents healthier, safer, more comfortable and more energy efficient. The

Gila County Division of Community Service also provides the Gila County Homeless Prevention Re-housing Program (HPRP). This program assists homeless individuals and individuals being evicted. This is a description of only three of the resources available through the division.

Gila County will also be providing two staff members to assist the staff funded by this program. The Deputy Director of Prevention Services will provide 5% of her time for quality assurance and supervision of the program. An RN from the Office of Health will provide back-up coverage for when the HIV Case Manager is ill or on vacation. Their salaries are paid for by Gila County, providing in-kind support.

See attachment 7

7. **Price sheet-** See Attachment 10

Budget Justification/Narrative-See Attachment 11

Budget Narrative

Budget 2011

Personnel:

Malinda Williams is the non-medical case manager for the Gila County Office of Health.

Her annual salary is $35,412.52. She spends 85% of her time providing support services to her clients ($30,100.64) and 5% of her time on quality management ($1,770.78).

Renee Omstead is the accounting clerk. She will provide all the billing and fiscal management for the program. She will spend 10% of her time providing the fiscal services. Her annual salary is $33, 250.00 and we will be responsible to pay $ 3,325.00. The grand total is **$35,196.42.**

The Deputy Director and HIV back up staff will be providing services for Case Management and Administrative functions as needed at no charge to the program.

Employee Related Expense (ERE):

The approved employee related expenses for all Gila County employees include: Arizona State Retirement, Medicare, Social Security, Arizona Unemployment, Worker's Compensation, and health insurance. The total is **$9,872.07.**

Travel:

The program manager will be required to attend Quarterly Contractor meetings in Phoenix. Quarterly Forum meetings also will be attended in a centrally located facility. There is a

possibility of two trainings a year as well as a monthly clinic that will require travel. Program travel for the manager is necessary in the successful implementation of the program including outreach, client contact, coordination with local agencies and program implementation. We have estimated mileage at 1,709 miles per month at .38 per mile total $649.42. Perdiem is estimated to provide 10 breakfasts at $5.00, 22 lunches at $7.50, and 6 dinners at $12.50 total $290.00. Case Management visits are estimated at three hotel stays a month at $100.00 total $3600.00. Perdiem for visits 36 at $25.00 total $900.00. Total travel expenses **$13,183.14.**

Supplies:

The routine office operating expenses will consist of paper, envelopes, business cards, mailings. General Operating consists of cell phone, landline, computer services and postage. This results in a grand total of **$3,025.00.**

Contractual:

Emergency Financial Assistance will be issued to eligible clients for the following services: Food Cards, Food Boxes, Oral Health, Medication, Labs, and Medical Co-pays. For a total $5,000. Food Bank/Home Delivered Meals will be provided for the provision of food or meals, hygiene items and household cleaning supplies. For a total $2,000. Medical Transportation will be provided for clients to access core medical services or support services. For a total $5,500. Housing Services will be offered for short-term emergency housing and Utility Assistance to include fees associated with housing transition. For a total $4,000. Psychosocial Support for clients to access support groups, counseling, caregiver support, and bereavement counseling. For a total of $6,000. For a grand total of **$22,500.**

Indirect costs:
As a Gila County employee there are indirect costs for personnel paperwork, finance, mail routing, and support staff which will be budgeted in the amount of **$5,052.66** per year. This reflects 10% of direct expenses.

8. **Proposal Summary Page**

See Attachment 12

9. **Scope of Work, Notices, Correspondence and Reports**

See Other Documentation

5.1 **Experience and Expertise**:

The Gila County Office of Health has provided services to Gila County residents since 1893. It currently has 35 employees and two offices, one in Globe and one in Payson. Both offices work together to cover the entire county. The Payson Office provides services to Payson, Pine, Strawberry and all surrounding communities. Our Payson Office also provides services to individuals from the Tonto Apache Tribe who does not wish to seek care with Indian Health Services. The Globe Office covers Hayden/ Winklemen, Globe, Miami, Roosevelt, Tonto Basin, Young and all surrounding areas. Our Globe Office also provides services to individuals of the San Carlos Apache Tribe who do not wish to seek care with Indian Health Services.

The Gila County Office of Health provides many services to its residents. State mandated services are provided such as immunizations, communicable disease reporting and investigation, monitoring of sexually transmitted diseases, and tuberculosis control and investigations. In addition, family planning, pregnancy testing, sexually transmitted disease testing and treatment, adult immunizations, lead testing, child care health consultations, school screenings, community health nurses for the neonatal intensive care program, well-baby clinics and specialty clinics in conjunction with the Children's Rehabilitative Services are provided. Our maternal child health programs include Health Start, the Teen Pregnancy Prevention Program, Early Childhood Screening, Tobacco Free Environment Program, Chronic Disease Prevention, The HIV Care Services and HIV Testing and Counseling Services.

5.2 **Expertise in Providing HIV Care Services**

Gila County has been providing HIV Care Services since 1990 through the HIV Prevention Grant. We have been providing HIV Non-medical case management services since 1998. Five years ago the program was expanded to include non-medical case management and supportive services in Apache and Navajo Counties; two additional rural counties. This change increased the service area the case manager needed to cover. Between Gila, Apache and Navajo Counties, the case manager is now required to cover an area of 25,925.76 square miles, or almost one quarter of the state of Arizona. The current case manager has been serving HIV/AIDS Positive clients and those affected by HIV/AIDS in all three counties for over four years.

The Deputy Director of Prevention Services oversees the implementation of the Gila County HIV Program. She is currently trained in HIV testing and counseling, LUTHER, and CDR's. The Deputy Director of Prevention Services has overseen programs for the Gila County Office of Health for over seven years. Additional training will be provided as recommended by the Arizona Department of Health Services Contract Monitor.

The current Gila County Case Manager has been serving Gila, Apache and Navajo Counties for almost four years. During this time the Case Manager has received training and certifications in Fundamentals of HIV rapid test and prevention counseling, service provider diversity and cultural sensitivity training, phlebotomy technician certification, Indian Health Services HIV/AIDS Collaborative regional training, fundamentals of HIV prevention counseling, case management documentation training, managing patients in the border region, CAREWare, and LUTHER for client level data entry. Gila County recognizes the need for its employees to

further their education and maintain competency in their area of service. The Case Manager is encouraged to attend all appropriate trainings recommended by the Arizona Department of Health Services Contract Monitor.

Gila County has trained a Registered Nurse to provide back-up services during the absence or unavailability of the Case Manager. The Gila County nurse has training in HIV testing and counseling, LUTHER and CAREWare, case management documentation training, and the processing of CDR's. She has also been trained to oversee the Payson satellite outpatient clinic. Further training will be provided as recommended by the Arizona Department of Health Services Contract Monitor.

The Gila County accounting clerk provides contract accounts receivable and accounts payable reports. The financial clerk has undergone core training and is overseen by the Gila County Finance Department. Gila County will support attendance by the accounting clerk at any additional training required by the state.

5.3 **Key Personnel**

Key Personnel for HIV Care and Services will consist of a case manager, a case manager back-up, an accounting clerk, and a Division Deputy Director. The case manager will provide all non-medical case management and supportive services. The Case Manager back-up will provide continuity of the program during the case manager's absence. The accounting clerk will track the budgets, provides data entry into the Gila County Accounting System, and complete monthly CER's. The Division Deputy Director will provide guidance and supervision of the program. She will be responsible for evaluating the program for quality assurance. The services provided by the Case Manager back-up and the Division Deputy Director will be provided at no charge to this grant.
See Attachment 4
See Attached Resumes

5.4 **Funded Personnel**

Two of the four personnel providing HIV Care and Services will be funded by this grant; the case manager and the accounting clerk.

The Gila County Case Manager is responsible for all HIV support services. She provides non medical case management by offering her clients support and resources in obtaining medical, social, community, legal, financial, and other needed services. Emergency Financial Assistance and Housing Services are provided short-term for emergency expenses related to essential utilities, housing, food and medication. These services are only provided when all other resources are not available. The case manager is responsible for directing the clients to available food banks, and when necessary, providing the clients with store gift cards for food or household items. Medical transportation services are provided for those clients that need assistance accessing health care and support services. Monthly support groups are organized and attended by the case manager for those infected and affected by HIV. The case manager ensures that the client has the appropriate support to ensure their readiness for, and adherence to, treatments.

In addition to these supportive services, the Gila County Case Manager shall submit to the Arizona Department of Health Services the following deliverables. The Monthly Activity Report (MAR) will be submitted monthly within 15 days after the month the service was provided. Data entry into CAREWare regarding client data and services provided will be entered within 15 days of providing the service. A Quarterly Narrative Report will be submitted on July 15, October 15, and January15 of each year. An Annual Narrative Report will be submitted by April 1st of each year, and an Annual Service Delivery Plan will be provided by April 30th of each year. A Quality Management Plan will be submitted by May 1st of each year. Budget projections will be provided by January 1st of each year for the remainder of the current year. Between January and March of each year, based on the request of the Arizona Department of Health Services, the case manager will provide the Ryan White Data Report and the Ryan White Services Report.

The Accounting Clerk matches bills, invoices, credit card statements, and other requests for payment with purchase orders, expense vouchers or contract documents. The Clerk ensures proper authorization and compliance with County policies and procedures, codes information for proper charging to budget units or cost centers, and obtains approval and processes for payment. The Clerk will provide to the Arizona Department of Health Services Monthly Contractor Expenditure Reports (CER's), the Quarterly Expenditure Reports, and the Yearly Budget Worksheet and Narrative/justification.

The Case Manager will spend 90% of her time providing services for this grant; 85% in non-medical case management and support services, and 5% on quality management. The accounting clerk will spend 10% of her time providing fiscal management of this program.

5.5 Subcontractors and Collaborators

The Gila County Office of Health does not have any subcontractors. We do, however, have five partners that we collaborate with. The collaborations established with these five organizations help to complete and enhance the Gila County HIV Care and Services Program.

Northland Cares, in collaboration with the Case Manager, provides monthly outpatient medical services for Gila, Apache, and Navajo Counties through the Gila County Office of Health facility in Payson. Their medical and support staff, under the supervision of Dr. Downing, provide the core medical services. The Gila County Case Manager attends the clinic and assists as needed.

North Country Healthcare provides the core medical services for Apache and Navajo Counties. The core services they provide include outpatient and ambulatory health services, medical case management, oral health, health insurance premium cost sharing, AIDS pharmaceutical assistance, early intervention and mental health. Gila County in return provides clients in Apache and Navajo Counties all the supportive services which include non-medical case management, emergency financial assistance, food bank/home delivered meals, housing services, medical transportation services, psychosocial support services and treatment adherence counseling.

Bread and Soup for You, PLLC provides HIV support group services for Apache and Navajo Counties. This support group provides psychosocial support services for clients and their affected care givers. The Gila County Case Manager coordinates, provides assistance in the set up, and attends the support group meetings. A collaboration to provide this same service in Gila County is in the process of negotiations.

Apache County provides HIV prevention services in Apache County. The Apache County Public Health Services District works closely with the Case Manager. They assist the Gila County case manager in early identification of individuals with HIV/AIDS.

Navajo County provides HIV prevention services in Navajo County. The Navajo County Public Health Services District works closely with the Case Manager. They assist the Gila County case manager in early identification of individuals with HIV/AIDS.

Southern Arizona AIDS Foundation coordinates oral health care services for Gila, Apache and Navajo Counties. The case manager will collaborate with SAAF to ensure clients applications are completed and submitted for eligibility.
See Attachment 5

5.6 **Prior Projects**

Gila County provides the Gila County Homeless Prevention Re-housing Program (HPRP). This program assists homeless individuals and individuals being evicted. The program will pay for a hotel to get the client off the street, and then assists them in finding a place to live. The Program can pay the first month's rent and moving costs. The Program can also pay up to 18 months of rent if funding is available.

This program requires a case plan, goals and objectives to move them to obtain self-sufficiency. Referrals are provided for medical assistance, financial assistance, and food assistance. The case manager of the program assists the clients with the process to file for Social Security Income and the appeal process if they have been denied. A six month assessment and one year assessment reports are completed to determine client self-sufficiency. There are 22 clients county wide. Nine clients have left the program with a 60% who became self sufficient and 40% for other reasons.

5.7 **Two References**

The Gila County HIV Care and Services Program works closely with the Gila County Community Action and Housing Services, and the Gila County Office of Health Services. The HIV case manager provides referrals to clients needing housing assistance to Community Action and Housing Services. If qualified, the Community Action and Housing Services can provide housing and utilities to clients. If the client does not qualify, then the Case Manager will pay for housing or utilities as payer of last resort. The case manager and the Program Manager of

Immunization Services work closely to provide The Gila County HIV Care and Services Program clients with required and recommended immunizations.
See Attachment 6

Northland Cares

3112 Clearwater Drive Suite A
Prescott, AZ 86305
928-776-4612

January 4, 2011

Gila County Division of Health and Community Services
5515 S. Apache Ave. Suite 100
Globe, AZ 85501
Att: Malinda Williams
Case Manager
Office of Health Services

Dear Malinda,

This letter is to confirm the Northland Cares and our medical staff will continue to collaborate with Gila County Health Services to continue to provide medical specialist health care for HIV infected patients living in Gila, Navajo and Apache Counties in Northern Arizona.

Northland Cares will provide monthly outpatient medical care utilizing the Gila County Offices in Payson Arizona.

We look forward to continuing to provide quality care to our established patients in your service area and of course will gladly accept any new patients as they occur.

Sincerely,

A Gail Brannan

A Gail Brannan
Clinic Director

NORTH COUNTRY HealthCare

creating healthier communities

Flagstaff
2920 N. 4th Street
Flagstaff, AZ 86004
928.213.6100
928.526.1054

Grand Canyon
P.O. Box 362
Grand Canyon, AZ 86023
928.638.2551
928.638.2598

Kingman
1510 Stockton Hill Road
Kingman, AZ 86401
928.753.1177
928.753.3178

Seligman
P.O. Box 776
Seligman, AZ 86337
928.422.4017
928.422.4018

Ash Fork
P.O. Box 215
Ash Fork, AZ 86320
928.637.2305
928.637.2343

Winslow
620 W. Iowa Street
Winslow, AZ 86047
928.289.2010
928.289.0926

Holbrook
1401 W. Florida Street
Holbrook, AZ 86025
928.524.1851
928.524.2171

St. Johns
P.O. Box 1019
St. Johns, AZ 85936
928.337.3705
928.337.3780

Round Valley
890 E. Main St., Suite 230
Springerville, AZ 85938
928.333.0127
928.333.4709

Lake Havasu City
2090 N. Smoketree Ave.
Lake Havasu City, AZ 86403
928.854.1800
928.854.1818

Show Low
2599 E. Show Low Lake Rd. Ste 1
Show Low, AZ 85901
928.537.4300
928.537.4320

Bullhead City
2585 Miracle Mile, Ste 110
Bullhead City, AZ 86442
928.704.1221
928.704.1243

Williams
301 South Seventh Street
Williams, AZ 86046
928.635.4441
928.635.4403

Gila County Office of Health
5515 S. Apache Ave. Suite 100
Globe, AZ 85501

January 26, 2011

To Whom It May Concern:

It is with pleasure that I write this letter of support for Gila County HIV/AIDS Program's application funding to continue services for those infected or affected with HIV/AIDS. North Country HealthCare has worked closely with Gila County Office of Health over the last five years, focusing on the importance of providing both medical and support services to those living with HIV/AIDS in Navajo and Apache Counties.

With the services provided by the HIV/AIDS Program to those infected or affected, the funding allocated to this consortium will provide the best chance of success for reaching a better and healthier quality of life.

Without funding and the caring and dedication to excellent service provision this program has provided, clients would very doubtfully enjoy the quality of life that has been provided to them thus far.

I hope for a positive response to the application, which will enable the Program to continue to provide the very best quality service to the targeted population in our consortium and the opportunity to have more adequate space and facilities in which to provide those services.

Sincerely,

Thea Harbin
Ryan White Part B Program Coordinator
North Country HealthCare

NORTH COUNTRY HealthCare
creating healthier communities

Flagstaff
2920 N. 4th Street
Flagstaff, AZ 86004
928.213.6100 PH
928.526.1054 FAX

Grand Canyon
P.O. Box 369
Grand Canyon, AZ 86023
928.638.2551 PH
928.638.2598 FAX

Kingman
1510 Stockton Hill Road
Kingman, AZ 86401
928.753.1177 PH
928.753.1178 FAX

Seligman
P.O. Box 776
Seligman, AZ 86337
928.422.4017 PH
928.422.4018 FAX

Ash Fork
P.O. Box 216
Ash Fork, AZ 86320
928.637.2305 PH
928.637.2343 FAX

Winslow
620 W. Lee Street
Winslow, AZ 86047
928.289.2000 PH
928.289.0096 FAX

Holbrook
1401 W. Florida Street
Holbrook, AZ 86025
928.524.2851 PH
928.524.2171 FAX

St. Johns
P.O. Box 1019
St. Johns, AZ 85936
928.337.3705 PH
928.337.3780 FAX

Round Valley
830 E. Main St., Suite 230
Springerville, AZ 85938
928.333.0127 PH
928.333.4799 FAX

Lake Havasu City
2090 N. Smoketree Ave.
Lake Havasu City, AZ 86403
928.854.1800 PH
928.854.1818 FAX

Show Low
2650 E. Show Low Lake Rd., Ste 1
Show Low, AZ 85901
928.537.4300 PH
928.537.4320 FAX

Bullhead City
2585 Miracle Mile, Ste 116
Bullhead City, AZ 86442
928.704.1221 PH
928.704.1243 FAX

Williams
301 South Seventh Street
Williams, AZ 86046
928.635.4441 PH
928.635.4403 FAX

January 14, 2011

Melinda Williams
Ryan White Program
Navajo/Apache Counties
Arizona

Dear Mel,

This is in response to recent request. I look forward to being able to continue to offer HIV specialty services to Ryan White clients from Navajo and Apache Counties. I am currently able to offer these services via telemedicine and intend to continue face-to-face HIV specialty care to patients in the North County HealthCare satellite clinics.

Sincerely,

Steve McCrosky, FNP, AAHIVS

North Country HealthCare
Flagstaff, AZ

NORTH COUNTRY
HealthCare
creating healthier communities

Flagstaff
2900 N. 4th Street
Flagstaff, AZ 86004
928.213.6100 ph
928.774.1652 fax

Grand Canyon
P.O. Box 369
Grand Canyon, AZ 86023
928.638.2551 ph
928.638.2556 fax

Kingman
510 Stockton Hill Road
Kingman, AZ 86401
928.753.1177 ph
928.753.1178 fax

Seligman
P.O. Box 776
Seligman, AZ 86337
928.422.4017 ph
928.422.4018 fax

Ash Fork
P.O. Box 216
Ash Fork, AZ 86320
928.637.2305 ph
928.637.2345 fax

Winslow
620 W. Bond Street
Winslow, AZ 86047
928.289.2000 ph
928.289.0036 fax

Holbrook
1451 W. Florida Street
Holbrook, AZ 86025
928.524.2551 ph
928.524.2171 fax

St. Johns
P.O. Box 1039
St. Johns, AZ 85936
928.337.3703 ph
928.337.3730 fax

Round Valley
560 E. Main Street
Suite 230
Springerville, AZ 85938
928.333.0127 ph
928.333.1799 fax

January 7, 2011

To Whom It May Concern:

I am board certified in both Internal Medicine and Pediatrics and have a special interest in HIV patients. I have been seeing HIV patients at both the Round Valley and St. Johns clinics for the five plus years that I have worked for North Country Healthcare. My patients live in both Navajo and Apache counties and I work closely with Dr. Sam Downing if medications changes need to be made. I am more than happy to be a subcontractor to take care of these patients. I have worked with Malinda Williams and she is truly an asset to both myself and my patients. I support any and all efforts at obtaining grants to take care of these patients.

If you have any questions please feel free to call my at the Round Valley clinic.

Sincerely:

Catherine O'Rourke Taylor M.D.

Catherine O'Rourke Taylor, M.D.

Barbara Stone, NP-C
dba
Bread and Soup for You, PLLC
5275 Show Low Lake Road, Lakeside, Arizona 85929
928 242-3202

January 3, 2011

To Whom It May Concern:

I am state-licensed and board-certified in Arizona as a Psychiatric Mental Health Nurse Practitioner and as a Family Practice Nurse Practitioner. I live and practice in Navajo County, Arizona.

I am interested and available to provide mental and behavioral health services for eligible clients from Navajo and Apache counties as a Sub-Contractor for Gila County HIV Care and Services.

Respectfully,

Barbara Stone, NP-C

Apache County Public Health Services District
P.O. Box 697
St. Johns, AZ 85936
Fax (928) 337-7592
Phone (928) 337- 7532

11 January 2011

To Whom It May Concern:

It is with pleasure that I write this letter of support for Gila County HIV/AIDS Program's application funding to continue services for those infected or affected with HIV/AIDS. The importance of health services to those with HIV/AIDS as well as outreach activities and education classes for these clients is evident in the number of families the program has served in the past ten (10) years and continues to serve with respect and dignity.

With the services provided by the HIV/AIDS Program to those infected or affected, the funding allocated to this consortium will provide the best chance of success for reaching a better and healthier quality of life.

Without funding and the caring and dedication to excellent service provision this program has provided, clients would very doubtfully enjoy the quality of life that has been provided to them thus far and Apache County residents infected with HIV/AIDS would not have anyone to provide case management.

I hope for a positive response to the application, which will enable the Program to continue to provide the very best quality service to the targeted population.

Sincerely,

Chris G. Sexton

Chris G. Sexton, Health Director
Apache County Public Health Services District

Navajo County Public Health Services District

Wade Kartchner, M.D., MPH, Director

November 30, 2010

To Whom It May Concern:

It is with pleasure that I write this letter of support for Gila County HIV/AIDS Program's application funding to continue services for those infected or affected with HIV/AIDS. The importance of health services to those with HIV/AIDS as well as outreach activities and education classes for these clients is evident in the number of families the program has served and continues to serve with respect and dignity.

With the services provided by the HIV/AIDS Program to those infected or affected, the funding allocated to this consortium will provide the best chance of success for reaching a better and healthier quality of life.

Without funding and the caring and dedication to excellent service provision this program has provided, clients would very doubtfully enjoy the quality of life that has been provided to them thus far.

I hope for a positive response to the application, which will enable the Program to continue to provide the very best quality service to the targeted population in our consortium and the opportunity to have more adequate space and facilities in which to provide those services.

Sincerely,

Wade Kartchner, MD, MPH
Director, Navajo County Public Health Services District

Winslow Office:	Main Office:	Show Low Office:
619 East Third Street	117 East Buffalo Street	600 N. 9th Place
Winslow, AZ 86047	Holbrook, AZ 86025	Show Low, AZ 85901
Phone: (928) 289-6830	Phone: (928) 524-4750	Phone: (928) 532-6050
Fax: (928) 289-6826	Fax: (928) 524-4754	Fax: (928) 532-6054

TDD: (928) 524-4294
wade.kartchner@co.navajo.az.us HOME PAGE: http://www.co.navajo.az.us

WWW.SAAF.ORG

Tel: 520.628.7223
Fax: 520.628.7222
375 South Euclid Avenue
Tucson, Arizona 85719

January 31, 2011

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Kathy Wells
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Cheryl Smith
1st Vice President
Steve Gottlieb
2nd Vice President
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Andrew Weil

Matthew Bolinger, M.D.
Director of Health and Emergency Services
Gila County Health and Emergency Services
5515 S. Apache Avenue, Suite 400
Globe, AZ 85501

Dear Dr. Bolinger:

I am pleased to write this letter in support of Gila County's proposal to the Arizona Department of Health Services (ADHS) in response to the *HIV Care and Services* solicitation (ADHS11-00000347). The Southern Arizona AIDS Foundation (SAAF) currently collaborates with the Gila County HIV/AIDS Program to coordinate oral health care services to people living with HIV and AIDS.

Coordination of medically necessary dental care and services takes place between Gila County's case management staff and SAAF's Statewide Insurance Programs Coordinator. This collaboration ensures clients in Gila, Apache and Navajo counties can obtain costly therapeutic dental procedures that they would otherwise be unable to afford and in a timely manner.

SAAF is committed to strengthening collaborations that provide core medical and support services for low-income people living with HIV/AIDS in 2011. SAAF appreciates our partnership with Gila County HIV/AIDS Program and supports your proposal to the ADHS for Ryan White Part B funding to provide Non-Medical Case Management, Emergency Financial Assistance, Food Bank, Psychosocial Support Services, Housing and Medical Transportation Services to meet the needs of residents living in rural Gila, Apache and Navajo Counties. If I can be of further assistance, please do not hesitate to contact me at 520-628-7223 or whicks@saaf.org.

Warmest Regards,

Wendell Hicks
Executive Director

*****Gila County*****

4.9 System for Accounting - Example Financial Report

Through Date: 6/30/2011

Account Number	Fiscal Year Amended Budget	Y-T-D Amount	%Used	Proforma Amount	% Used
Fund: 2530 HIV Consortium					
Department: 404 Health					
Account Classification: 1 Personal Services					
4010-10 Salaries and wages Regular salaries and wages	$31,214.00	$17,231.55	55%	$17,278.88	55%
4010-20 Salaries and wages Temporary wages	$0.00	$1,246.79	+++	$1,250.20	+++
4010-30 Salaries and wages Part time salaries	$0.00	$0.00	+++	$0.00	+++
4010-50 Salaries and wages Overtime	$0.00	$1.56	+++	$1.53	+++
4020-10 Employee benefits Social security contributions	$1,936.00	$1,114.53	58%	$1,117.56	58%
4020-11 Employee benefits Medicare contributions	$453.00	$260.68	58%	$261.38	58%
4020-20 Employee benefits Arizona state retirement	$3,075.00	$1,709.73	56%	$1,714.41	56%
4020-30 Employee benefits Health insurance	$6,704.00	$3,539.56	53%	$3,549.26	53%
4020-41 Employee benefits Workers' compensation insurance	$119.00	$94.50	79%	$94.75	80%
4020-89 Employee benefits Other	$0.00	$0.00	+++	$0.00	+++
1 Personal Services Totals:	$43,501.00	$25,198.90	58%	$25,267.96	58%
Account Classification: 2 Operating Expenses					
4100-10 Supplies Office supplies	$100.00	$16.34	16%	$16.35	16%
4110-40 Operating supplies Laboratory	$0.00	$0.00	+++	$0.00	+++
4110-60 Operating supplies Fuel, oil, and lubricants	$0.00	$0.00	+++	$0.00	+++
4110-99 Operating supplies Other	$0.00	$63.02	+++	$63.18	+++
4120-10 Equipment and Furniture Equipment under $1000	$0.00	$0.00	+++	$0.00	+++
4130-61 Repairs and maintenance supplies Vehicle Supplies	$0.00	$0.00	+++	$0.00	+++
4200-10 Other services and charges General services	$0.00	$0.00	+++	$0.00	+++
4200-50 Other services and charges Credit card service charge	$0.00	$0.00	+++	$0.00	+++
4210-20 Professional services Data processing	$0.00	$0.00	+++	$0.00	+++
4210-50 Professional services Medical	$5,056.00	$0.00	0%	$0.00	+++
4210-51 Professional services Psychological services	$0.00	$0.00	+++	$0.00	+++
4210-52 Professional services Laboratory and X-ray	$1,000.00	$0.00	0%	$0.00	+++
4210-99 Professional services Other	$2,000.00	$0.00	0%	$0.00	+++
4230-10 Communications Telephone	$2,000.00	$694.23	35%	$696.13	35%
4230-30 Communications Postage/Freight Expense	$100.00	$35.22	35%	$35.30	35%
4240-10 Travel and Transportation Travel expenses -- employees	$3,000.00	$1,652.76	55%	$1,657.28	55%
4240-20 Travel and Transportation Same day meal	$0.00	$569.03	+++	$570.57	+++
4260-99 Advertising Other	$0.00	$0.00	+++	$0.00	+++

*****Gila County*****

4.9 System for Accounting - Example Financial Report

Through Date: 6/30/2011

Account Number	Fiscal Year Amended Budget	Y-T-D Amount	%Used	Proforma Amount	% Used
Fund: 2530 HIV Consortium					
Department: 404 Health					
4270-10 Printing and microfilming Printing	$150.00	$0.00	0%	$0.00	+++
4290-60 Operating Leases and Rentals Autos and trucks	$1,500.00	$0.00	0%	$0.00	+++
4320-20 Support and care of persons Community outreach supplies	$1,800.00	$2,901.71	161%	$2,909.67	162%
4320-60 Support and care of persons Utility payments/LIHEAP	$0.00	$0.00	+++	$0.00	+++
4320-99 Support and care of persons Other	$0.00	$0.00	+++	$0.00	+++
4330-10 Interest Registered warrants	$0.00	$0.00	+++	$0.00	+++
4340-10 Miscellaneous Indirect Costs	$0.00	$0.00	+++	$0.00	+++
4340-30 Miscellaneous Dues, memberships, subscriptions	$0.00	$0.00	+++	$0.00	+++
4340-61 Miscellaneous Employee training	$500.00	$75.00	15%	$75.19	15%
4340-70 Miscellaneous Use tax and assessments	$0.00	$0.00	+++	$0.00	+++
9995-00 Account in Error needs audit No account match on conversion	$0.00	$0.00	+++	$0.00	+++
2 Operating Expenses Totals:	$17,206.00	$6,007.31	35%	$6,023.67	35%
Account Classification: 6 Capital					
4540-50 Machinery and Equipment Data processing	$0.00	$0.00	+++	$0.00	+++
6 Capital Totals:	$0.00	$0.00	+++	$0.00	+++
Department: 404 Health Totals:	$60,707.00	$31,206.21	51%	$31,291.63	52%
Fund Totals: HIV Consortium	$60,707.00	$31,206.21	51%	$31,291.63	52%
Grand Totals:	$60,707.00	$31,206.21	51%	$31,291.63	52%

EXHIBIT 4
SECURITY AND CONFIDENTIALITY STANDARDS

RFP NO. ADHS11-00000347

Each user is responsible for helping to prevent unauthorized use of, and access to, data regarding clients enrolled in any Ryan White Part B program. This duty includes complying with all stated policy requirements, taking due care and reasonable precautions when handling system data (whether paper forms or electronic data entry) or using system resources, and in the management and protection of system authentication controls (passwords, etc.). Additional policies from your agency, the Arizona Department of Health Services, as well as local, state, and federal laws may apply. This statement is only a summary of these rules. Penalties may apply if you do not comply with these rules. If you have questions about how information should be protected, ask your agency director or Arizona Department of Health Services representative.

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of ADHS provided computer equipment, and computer equipment used in the course of providing Ryan White Part B services set forth in this summary. Sign the form below upon award.

Agency: Gila County Health Dept.

Name: Malinda Williams

Title: HIV Coordinator

Signature: Malinda Williams

Date: 2/2/11

EXHIBIT 4
SECURITY AND CONFIDENTIALITY STANDARDS

RFP NO. ADHS11-00000347

Each user is responsible for helping to prevent unauthorized use of, and access to, data regarding clients enrolled in any Ryan White Part B program. This duty includes complying with all stated policy requirements, taking due care and reasonable precautions when handling system data (whether paper forms or electronic data entry) or using system resources, and in the management and protection of system authentication controls (passwords, etc.). Additional policies from your agency, the Arizona Department of Health Services, as well as local, state, and federal laws may apply. This statement is only a summary of these rules. Penalties may apply if you do not comply with these rules. If you have questions about how information should be protected, ask your agency director or Arizona Department of Health Services representative.

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of ADHS provided computer equipment, and computer equipment used in the course of providing Ryan White Part B services set forth in this summary. Sign the form below upon award.

Agency: Yuma County Health Department

Name: Paula Horn

Title: Deputy Director of Prevention Services

Signature: Paula M. Horn

Date: 2-2-11

EXHIBIT 4
SECURITY AND CONFIDENTIALITY STANDARDS

RFP NO. ADHS11-00000347

Each user is responsible for helping to prevent unauthorized use of, and access to, data regarding clients enrolled in any Ryan White Part B program. This duty includes complying with all stated policy requirements, taking due care and reasonable precautions when handling system data (whether paper forms or electronic data entry) or using system resources, and in the management and protection of system authentication controls (passwords, etc.). Additional policies from your agency, the Arizona Department of Health Services, as well as local, state, and federal laws may apply. This statement is only a summary of these rules. Penalties may apply if you do not comply with these rules. If you have questions about how information should be protected, ask your agency director or Arizona Department of Health Services representative.

I have read and agree to comply with the terms and conditions governing the appropriate and allowed use of ADHS provided computer equipment, and computer equipment used in the course of providing Ryan White Part B services set forth in this summary. Sign the form below upon award.

Agency: Gila Co. - Health Dept.

Name: Michelle Craft

Title: Public Health Nurse

Signature: Michelle Craft

Date: 2/2/11

H. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

1. Notices, Correspondence, Reports and Invoices form the Contractor to the ADHS shall be sent to:
   Arizona Department of Health Services
   HIV Care and Services
   Attention: HIV Care and Services Manager
   150 North 18th Street
   Suite 110
   Phoenix, Arizona 85007
   Telephone: 602-364-3610
   Facsimile: 602-364-3268
   Email: To be provided by assigned Contract Monitor

2. Notices, Correspondence, Reports from the ADHS to the Contractor shall be sent to:

   Organization: Gila County Division of Health and Emergency Services
   Attention: Malinda Williams
   Street Address: 5515 S. Apache Avenue, Suite 100
   City, State and Zip Code: Globe, Arizona 85501
   Telephone: 928-402-8809
   Email: mewilliams@co.gila.az.us

3. Payments form ADHS to the Contractor shall be sent to:

   Organization: Gila County Division of Health and Emergency Services
   Attention: Renee Omstead
   Street Address: 5515 S. Apache Avenue, Suite 100
   City, State and Zip Code: Globe, Arizona 85501
   Telephone: 928-402-4332
   Email: romstead@co.gila.az.us

ATTACHMENT 10
PRICE SHEET

RFP NO. ADHS11-00000347

Price Sheet
Effective April 1, 2010

Cost Reimbursement Line Items	Annual Amount
Personnel and Employee Related Expenses	$45,068.49
Professional and Outside Services	$22,500.00
Travel	$13,183.04
Other Operating Expenses	$3,025.00
Indirect (if applicable, must have an approved and current letter from HHS stating the indirect rate)	$5,052.66
Total not to exceed:	**$88,829.19**

With prior written authorization from the ADHS Ryan White Part B Program Manager, the Contractor may transfer up to fifteen percent (15%) of the total Annual Amount among line items. Transfers beyond fifteen percent (15%) shall require written notice of a Contract Amendment.

Capital Outlay Expenses are not allowed
Indirect Expenses are not allowed without an approved and current letter issued by HHS stating the indirect rate (must show proof).
Direct Expenses must be detailed in the budget narrative
Food and beverage expenses are not allowed
Out of State travel expenses are not allowed

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

PROGRAM IMPLEMENTATION PLAN

Contractor Name: Gila County

HRSA, HIV/AIDS Bureau Goal: to ensure the provision of Core Medical and Support Services as specified by HRSA. Funding issued under the Ryan White HIV/AIDS Treatment Extension Act of 2009 is to fill gaps in care not covered by other resources.

Program Implementation Plan

Using this format, submit a plan for each separate service category (Service Categories in Exhibit 11) to be delivered during the full funding period/project cycle (April 1, 2011 through March 31, 2012). The goals listed should directly relate to the services to be delivered, and the accompanying detailed narrative for each service proposed. Goals should cover such things as planning, implementation, staffing, budgeting, start-up and wrap-up strategies, monitoring, or any special considerations in accordance with the information provided in the Instructions and Scope of Work of this Proposal.

This plan will be updated each year of the funding cycle.

See Exhibit 2 for more information.

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Case Management (Non-Medical)			
Goal #1: Persons newly diagnosed with HIV/AIDS in Gila, Apache and Navajo Counties will be offered non-medical case management services			
Objectives	**Activities**	**Number of Clients Served**	**Number of Client Service Transactions**
1.1: Newly Diagnosed HIV Clients in Gila, Apache and Navajo Counties will be contacted within 7 days. 1.2: Newly Diagnosed HIV Clients in Gila, Apache and Navajo Counties will be evaluated for eligibility and made aware of the services available to them.	1.1a) Maintain contacts with ADHS, hospitals and local providers. 1.1b) Contact client to schedule a face-to-face appointment 1.1c) Hold meeting with individual in an environment that provides confidentiality, privacy and a sense of security for that client. 1.2a) Gather documentation for eligibility (identity, income residence, HIV status) 1.2b) Obtain AHCCCS eligibility letter. 1.2c) Discuss all services the client is eligible to receive	1.1: 3 1.2: 3	1.1: 3 1.2: 3

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Goal #2: Persons living with HIV/AIDS in Gila, Apache and Navajo Counties will receive assistance in obtaining medical, social, community, legal, financial, and other needed services.

Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
2-1: Each client will have a current comprehensive, individualized care plan.	2.1a) Client goals and needs will be determined. 2b) Communication will be maintained via telephone, fax, e-mail, text, and face-to-face contract to identify any new/additional concerns. 2.1c) Re-evaluated care plan at a minimum of every 6 months.	2.1: 50	2.1: 3,500
2-2: Clients will be provided with a comprehensive list of appropriate community resources	2.2.a) Collaborate with community partners to establish a list of current community and county resources. 2.2.b) Update resources as needed 2.2.c) Provide appropriate resources to client.	2.2: 50	2.2: 150

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Emergency Financial Assistance			
Goal #1: Eligible HIV/AIDS clients in Gila, Apache, and Navajo County will be provided with financial assistance through Ryan White as a payer of last resort on a short term basis.			
Objectives	**Activities**	**Number of Clients Served**	**Number of Client Service Transactions**
1.1: Determine eligibility for clients requesting Emergency Financial Assistance	1.1a) Gather documentation for verification that income is below 300% FPL.	1.1: 50	1.1: 80
1.2: Seek outside services available to provide client needs	1.2a) Contact other resources to determine if other financial services are available. 1.2.b) Verify that Ryan White will be payer of last resort	1.2: 50	1.2: 80

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Goal #2: Emergency Financial Assistance will be provided on a temporary basis only.

Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
2-1: Clients needing emergency assistance will be provided with a list of current local resources for financial assistance	2.1a) A list of current resources will be maintained by the Case Manager 2.1b) Provide client with a list of resources to receive further assistance.	2.1: 50	2.1: 80
2-2: Clients will obtain financial assistance from other sources.	2.2a) Explain process required for applying for additional services 2.2b) Assist client in eliminating any barriers to receiving financial assistance	2.2: 50	2.2: 80

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Psychosocial Support Services			
Goal #1: Clients and their family members will be given the opportunity to receive support and counseling activities in Apache and Navajo Counties.			
Objectives	**Activities**	**Number of Clients Served**	**Number of Client Service Transactions**
1.1: Facilitated Support Group Sessions will be scheduled on a monthly basis	1.1a) Group members determine date and location of meeting. 1.1b) Verify Psychiatric Mental Health Nurse Practitioner is available. 1.1c) A group e-mail reminder is sent to clients 1.1d) Case Manager attends group session. 1.1e) Concerns are discussed and HIV education is provided.	1.1: 8	1.1: 96
1.2: Clients requiring more individualized counseling will be provided with resources.	1.2a) A list of current resources will be maintained by the Case Manager 1.2b) Provide client with a list of resources to receive further assistance.	1.2: 30	1.2: 4

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Goal #2: Clients and their family members will be given the opportunity to receive support and counseling activities in Gila County

Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
2.1: Establish a support group for clients and their families.	2.1a) Verify interest in support group with client 2.1b) Locate a counselor to facilitate group. 2.1c) Arrange date, time and meeting place. 2.1d) Arrange transportation for group member 2.1e) Attend group 2.1f) Schedule group meetings based on interest	2.1: 20	2.1: 240
2.2: Clients requiring more individualized counseling will be provided with resources.	2.2a) A list of current resources will be maintained by the Case Manager 2.2b) Provide client with a list of resources to receive further assistance.	2.2: 20	2.2: 4

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Treatment Adherence Counseling			
Goal #1: Clients will receive additional support to encourage their compliance with the medical care plan developed by the clients' physician.			
Objectives	**Activities**	**Number of Clients Served**	**Number of Client Service Transactions**
1.1: The importance of medical compliance is reinforced to the client 1.2: The client will understand the reasons behind their medical plan 1.3: Clients will receive support from peers.	1.1a) Communication is maintained between the physician and the case manager 1.1b) Case manager reinforces the importance of compliance with the physicians instructions 1.2a) Communication is maintained between the physician and the case manager. 1.2b) The case manager will encourage the client to ask questions during their medical visits 1.3a) General issues and concerns of group participants will be addressed during Support Group Meetings	1.1: 50 1.2: 50 1.3: 50	1.1: 500 1.2: 500 1.3: 160

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Goal #2: Individuals affected by HIV/AIDS will be provided with support to encourage their assistance in sustaining the medical care plan of the client.

Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
2-1: Family members will receive support from case manager.	2.1a) Case manager will obtain permission from client to communicate with affected care givers. 2.1 b)Case manager will maintain open communication with affected family members 2.1c) Case manager will encourage family member to ask questions.	2.1: 20	2.1: 150
2-2: Understand the medical care plan	2.2a) Case manager will provide literature on a specific topic of interest or concern if available. 2.2b) Case manager will provide contact information for a physician to answer any questions.	2.2: 20	2.2: 30
2-3: Family members are encouraged to attend group counseling sessions.	2.3a) Case manager will encourage family members to attend group support sessions with clients. 2.3b)General issues and concerns of group participants will be addressed during Support Group Meetings	2.3: 10	2.3: 120

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Food Bank/ Home-Delivered Meals			
Goal #1: Clients will be provided with actual food or meals as needed.			
Objectives	**Activities**	**Number of Clients Served**	**Number of Client Service Transactions**
1.1: Clients will be aware of all resources available within their community to provide food. 1.2: Food cards/boxes will be provided to clients when needed	1.1a) A resource list will be provided to clients needing food assistance 1.1b) Clients will be notified of unscheduled food bank services. 1.2a) The case manager will purchase food cards/boxes for clients as needed.	1.1: 50 1.2: 50	1.1: 50 1.2: 30
Goal #2: Clients will be provided with essential household supplies as needed.			
Objectives	**Activities**	**Number of Clients Served**	**Number of Client Service Transactions**
2-1: Clients will be aware of all resources available within their community to provide household supplies 2-2: Store gift cards will be provided to clients needing household supplies and hygiene items.	2.1a) A resource list will be provided to clients needing essential household supplies. 2.2a) Store gift cards will be purchased as needed. 2.2b) Case manager will assist with shopping when needed.	2.1: 50 2.2: 50	2.1: 50 2.2: 30

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Housing Services			
Goal #1: Eligible HIV/AIDS clients in Gila, Apache, and Navajo County will be provided with financial assistance for housing through Ryan White as a payer of last resort on a short term basis.			
Objectives	**Activities**	**Number of Clients Served**	**Number of Client Service Transactions**
1.1: Determine eligibility for clients requesting Emergency Financial Assistance for housing	1.1a) Gather documentation for verification that income is below 300% FPL.	1.1: 50	1.1: 10
1.2: Seek outside services available to provide client needs	1.2a) Contact other resources to determine if other financial services are available. 1.2.b) Verify that Ryan White will be payer of last resort	1.2: 50	1.2: 10

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Medical Transportation Services			
Goal #1: Eligible Ryan White HIV/AIDS Program clients in Apache and Navajo Counties will be provided transportation assistance to support services as needed.			
Objectives	**Activities**	**Number of Clients Served**	**Number of Client Service Transactions**
1.1 Clients will be aware of transportation services within their area. 1.2 Ryan White funds will be used only as payer of last resort 1.3 Clients will be provided with financial assistance for transportation.	1.1a) A referral list of transportation services will be maintained 1.1b) A list of transportation services will be provided to the client as needed 1.2a) Gather documentation that the client income is 300% FPL. 1.2b) Investigate alternative means of transportation 1.3a) Provide gas card/ taxi, bus or van service to the client	1.1: 30 1.2: 30 1.3: 30	1.1: 30 1.2: 70 1.3: 70

ATTACHMENT 1
PROGRAM IMPLEMENTATION PLAN

RFP NO. ADHS11-00000347

Goal #2: Eligible Ryan White HIV/AIDS Program clients in Gila County will be provided transportation assistance to core medical services and support services as needed.

Objectives	Activities	Number of Clients Served	Number of Client Service Transactions
2-1: Clients will be aware of transportation services within their area.	2.1a) A referral list of transportation services will be maintained 2.1b) A list of transportation services will be provided to the client as needed		2.1: 20
2.2: Ryan White funds will be used only as payer of last resort	2.2a) Gather documentation that the client income is 300% FPL. 2.2b) Investigate alternative means of transportation	2.1: 20 2.2: 20	2.2: 40
2.3 Clients will be provided with financial assistance for transportation	2.3a) Provide gas card/ taxi, bus or van service to the client	2.3: 20	2.3: 40

ATTACHMENT 2
CULTURAL COMPETENCY ASSESSMENT

RFP NO. ADHS11-00000347

Cultural Competency Assessment

1. Provide Contractor's ability or capacity to offer *culturally competent* programming to the targeted populations by describing previous service deliveries, programs or interventions to the targeted populations or similar groups along with a brief synopsis of your service delivery outcomes.

   Gila County's population is very diverse. This diversity includes three Native American reservations, a large Hispanic and non-Hispanic population. This diversity mirrors in many ways that of Apache and Navajo Counties. Gila County has been successful with many programs to provide culturally competent programs. We encourage our staff to obtain training as available and look to community partners for assistance when indicated. Currently, Gila County manages immunizations, W.I.C., and the Teen Pregnancy Prevention Program just to name a few. We provide culturally appropriate information to all clients as needed.

2. What percentage of the direct staff and/or direct management complement the demographics of the respective service area and/or target population and in what way do they complement the service area and/or target population?

   Of the five staff involved in this program, 40% complement the demographics of Gila County. The majority of this staff has spent a large amount of time interacting with the largest demographic groups. 60% of the staff have received training from multiple venues on cultural competency.

   Describe how all program staff and direct management will receive *cultural competency* orientation within the first six (6) months of hire and how you plan to incorporate ongoing cultural competency training will be incorporated throughout the funding cycle.

   Cultural competency training will be acquired by new staff when available. On the job training will be provided by existing staff. Annual training will be updated as programs are available.

3. Describe the service categories offered will be provided in a manner compatible with the targeted populations' interpersonal styles, cultural health beliefs, practices, and preferred languages?

   The targeted population's interpersonal styles and cultural beliefs will be taken into consideration as services are provided and planned for. Language preferences will be managed within our current staff or as needed with community partners.

4. Describe the plan to provide limited English proficiency populations with resources in the primary language? **(response required only if applicable)**

   Since our population contains a large Hispanic group, Spanish is the most requested language. Most printed information available comes in Spanish and those items that don't, can be translated.

   Describe how printed, audiovisual materials and post signage will be evaluated for appropriate language and literacy.

   Most printed information available comes in Spanish and those items that don't, can be translated. There is no written Apache translation.

Describe how you will provide bilingual staff, interpreters, and telephone interpreters if the population served requires them. **(response required only if applicable)**

For those clients that only speak Apache, Tribal Health Liaisons can be used for translation. Currently, the Health Department has bilingual staff and capability with this staff to translate in person and/or by telephone.

5. Attach the process evaluation form used to evaluate the effectiveness of activities undertaken towards developing a culturally competent service delivery system.
(See Attached)

6. Describe the methodology of collecting demographic data including (at least) race/ ethnicity, gender, and age of participants and how to monitor service delivery to diverse individuals **within** the targeted populations.

Demographic data on clients is obtained during the client intake process. Service delivery to the targeted populations will be evaluated by the case manager and the Deputy Director of Prevention.

Describe the plan to assess the satisfaction of participants and ensure that responses from diverse participants are included in the tabulation of satisfaction surveys.

Annually, clients will be requested to evaluate program satisfaction including case management performance. These evaluations will be confidential and anonymous. The Deputy Director of Prevention will receive these evaluations and share findings with the case manager and all other applicable staff as indicated.

Describe how this information will be used to support, alter, or expand the culturally appropriate services being offered.

Information will be used to improve, clarify and/or suspend services as indicated.

7. Add any additional statements that demonstrate how *CLAS Standards* are being used to support your service.

Because culture and language are vital factors in how health care services are delivered and received, we understand that it is important that our staff understand and respond with sensitivity to the needs and preferences that culturally and linguistically diverse patients bring to the health encounter. Providing culturally and linguistically appropriate services (CLAS) to these patients improves access to care, quality of care, and, ultimately, health outcomes. Our case manager has received training in cultural competency for our areas diverse populations. Trainings include "Service Provider Diversity and Cultural Sensitivity Training", the "Indian Health Services HIV/AIDS Collaborative Regional Training" (cultural competency for the Native American population), and Managing Patients in the Border Region" (cultural competency for the Hispanic population).

8. Attach all Memorandums of Agreement (MOA's), Memorandums of Understanding (MOU's), and/ or Letters of Support (LOS) with subcontractors. All MOA's, MOU's or LOS' shall contain language demonstrating commitment by the subcontractor(s) to comply with CLAS standards.

9. Describe the plan to address complaints related to cultural/linguistic competencies.

Culturally competent complaints and/or suggestions for change will be addressed to the deputy director for resolution. Improvements will be handled with an improvement plan and actions taken documented.

Resources: Office of Minority Health, www.minorityhealth.hhs.gov
National Center for Cultural Competence, www.11.georgetown.edu
National Institutes of Health, www.nih.gov

ATTACHMENT 3
PROGRAM EVALUATION PLAN

RFP NO. ADHS11-00000347

Cultural Competency Program Evaluation Plan

Contractor Name: Gila County

A detailed plan for the first year of the full funding period/project cycle (April 1, 2011 through March 31, 2012) is to be submitted. The plan should specify specific Evaluation tools and service delivery monitoring measures which will be taken to establish baseline measures for the Program Implementation Plan. In addition, the Program Evaluation Plan must demonstrate how specific variables required by HRSA, or by the ADHS Quality Management Plan as shown in Exhibit 3 will be measured and reported.

Using this form, submit an evaluation plan which is a detailed plan for the first year of this funding period/project cycle. Reference Exhibit 5 for more detail on how to prepare the Program Evaluation Plan

An update of this plan will be required annually, and beginning in the second year of the project cycle, it will be required to include specific measures that assess goals for program improvement outlined under the 2nd year Program Implementation Plan.

Monitoring and Evaluation Plan- Cultural Competency

Evaluation and Monitoring Questions	Use and Purpose	Evaluation and Monitoring Tools	Event/Time Used Responsible Party
Are services provided to the client provided in the appropriate language and compatible with their cultural beliefs and practices?	Determine if the case manager provides the client effective, understandable and respectful care compatible with their cultural beliefs and practices and preferred language? To provide Culturally Competent Non-Medical Case Management	Validation that services and information were provided in the clients language through review of patient charts.	Event: Assessment of printed materials and documentation of an interpreter. Quarterly Review Case Manager and Deputy Director of Prevention

Has staff at all levels received ongoing education and training in culturally and linguistically appropriate service delivery?	The evaluation of employee skills in culturally competency.	Client Satisfaction Surveys	Event: Annual Satisfaction Surveys provided to clients. Responses will be confidential and reviewed by the Deputy Director of Prevention.
Does the client intake include the client's race, ethnicity, and spoken and written language?	To adequately identify population groups within a service area. To assure that health care services are provided equitably.	CAREWare	Event: Quarterly Review Time: As needed Case Manager and Deputy Director of Prevention
Does the case manager collaborate and consult with community-based organizations, providers, and leaders for the purposes of partnering on outreach?	To ensure the case managers understanding of the needs of the clients served.	Chart Review Referral lists	Event: Quarterly Review Time: As needed Case Manager and Deputy Director of Prevention
Does the Case Manager have a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area?	To determine cultural factors related to client needs, attitudes, behaviors, health practices, and concerns about using health care services as well as the surrounding communities resources, assets and needs related to cultural competency.	Census figures School enrollment profiles County and State health status reports Data from Community Agencies	Event: Annual evaluation of program. Update of goals and implementation plan. Time: 8 hours Case Manager

ATTACHMENT 3
PROGRAM EVALUATION PLAN

RFP NO. ADHS11-00000347

Evaluation plans shall be in accordance with requirements laid out in the Method of Approach and Scope of Work for the Proposal.			

ATTACHMENT 3
PROGRAM EVALUATION PLAN

RFP NO. ADHS11-00000347

Program Evaluation Plan

Contractor Name: Gila County

A detailed plan for the first year of the full funding period/project cycle (April 1, 2011 through March 31, 2012) is to be submitted. The plan should specify specific Evaluation tools and service delivery monitoring measures which will be taken to establish baseline measures for the Program Implementation Plan. In addition, the Program Evaluation Plan must demonstrate how specific variables required by HRSA, or by the ADHS Quality Management Plan as shown in Exhibit 3 will be measured and reported.

Using this form, submit an evaluation plan which is a detailed plan for the first year of this funding period/project cycle. Reference Exhibit 5 for more detail on how to prepare the Program Evaluation Plan

An update of this plan will be required annually, and beginning in the second year of the project cycle, it will be required to include specific measures that assess goals for program improvement outlined under the 2nd year Program Implementation Plan.

Monitoring and Evaluation Plan

Evaluation and Monitoring Questions	Use and Purpose	Evaluation and Monitoring Tools	Event/Time Used Responsible Party
Case Management (Non-Medical) Does each client have a current (updated within the past 6 months) comprehensive individualized care plan?	To look at strengths and gaps in programs or performance, trends in service and emerging issues.	Review of Client files	Event: Quarterly Review Time Used: 6 hours or as needed. Responsible Party: Case Manager and Deputy Director of Prevention.

ATTACHMENT 3
PROGRAM EVALUATION PLAN

RFP NO. ADHS11-00000347

Emergency Financial Assistance Were all clients requesting Emergency Financial Assistance screened for eligibility and were all other avenues of assistance eliminated before the assistance was provided?	To determine in detail how the intervention was delivered and to determine gaps in assistance available at the local level. To be accountable to clients and funders.	The number and types of Emergency Financial Assistance provided to clients will be tracked based on the Case Managers records. A review will determine the purposes of the EFA's, the needs of local clients, and any gaps in resources. CAREWare.	Event: Ongoing. Reviewed Quarterly. Time used: As needed Responsible Party: Case Manager and Deputy Director of Prevention.
Food Bank/Home-Delivered Meals How many food cards, food vouchers and gift cards for clients were provided?	Needs Assessment, baseline data. To help design and/or modify intervention.	Number, types and amount of food card, food vouchers and gift cards provided to client. CAREWare	Event: Ongoing, Reviewed Quarterly Time Used: As needed Responsible Party: Case Manager
Housing Services Were all clients requesting Housing Assistance screened for eligibility and were all other avenues of assistance eliminated before the assistance was provided?	To determine in detail how the intervention was delivered and to determine gaps in assistance available at the local level. To be accountable to clients and funders	The number of requests for housing assistance, process used and outcome will be tracked based on the Case Managers records. A review will determine the needs of local clients, and any gaps in resources. CAREWare	Event: Ongoing, Reviewed Quarterly. Responsible Party: Case Manager and Deputy Director of Prevention.

ATTACHMENT 3
PROGRAM EVALUATION PLAN

RFP NO. ADHS11-00000347

Medical Transportation Services Were all clients requesting Medical Transportation Services screened for eligibility and were all other avenues of assistance eliminated before the assistance was provided?	To determine in detail how the intervention was delivered and to determine gaps in assistance available at the local level. To be accountable to clients and funders	The number of requests for medical transportation, process used and outcome (gas card/ taxi, etc) will be tracked based on the Case Managers records. A review will determine the needs of local clients, and any gaps in resources. CAREWare	Event: Ongoing, Reviewed Quarterly. Time used: As needed Responsible Party: Case Manager and Deputy Director of Prevention.
Psychosocial Support Services Are the support groups implemented as intended and reach the target audience?	To determine how the service program is being implemented. Quality Assurance.	A record will be kept regarding attendance (HIV/AIDS Infected or HIV/AIDS Affected). Topics discussed. What curriculum and material were used?	Monthly Support Group Sessions. Time used: 8 hours Responsible Party: Case Manager
Treatment Adherence Counseling Were individuals infected by HIV/AIDS provided with support?	To determine strengths or gaps in program or performance.	Number and types of encounters with individuals infected by HIV/AIDS will be monitored. CAREWare	Event: Ongoing. Reviewed Quarterly Time used: As needed Responsible Party: Case Manager and Deputy Director of Prevention.

ATTACHMENT 3
PROGRAM EVALUATION PLAN

RFP NO. ADHS11-00000347

ATTACHMENT 4
KEY PERSONNEL FORM

RFP NO. ADHS11-00000347

Key Personnel Form

Key personnel is defined as all staff persons with responsibility for fulfilling any component of the contracted service categories. List all personnel in the table below, including those positions that may need to be filled.

Name	Position/Title	% Time Assigned to Contract
Malinda Williams	HIV Program Coordinator	90%
Michelle Craft	Public Health/Epi Nurse	3% as a back up
Renee Omstead	Accounting Clerk	10%
Paula Horn	Deputy Director of Prevention	5%

Provide resumes for existing staff that will be part of the project. Resumes shall include name, title, key responsibilities and previous experiences that are relative to that field. Include all professional licensure, certifications, education preparation, etc.

Provide job descriptions for all positions that will be funded in any part by this Contract. Describe staff accountabilities, required expertise, minimum qualifications necessary to fulfill job duties, preferred qualifications, description of work to be performed by this position, and what personnel (titles) the position reports to. List how much time each person will spend on the project.

ATTACHMENT 5
COLLABORATIONS AND/OR PROPOSED SUBCONTRACTORS

RFP NO. ADHS11-00000347

Collaborations and/or Proposed Subcontractors

If the service or program described in response to this Contract proposes either subcontractors or collaborations, provide a description for each one included.

Documentation of agreement or a support letter, one (1) format provided in Attachment 5, must accompany each identified collaborative partner or proposed subcontract.

Proposed Collaboration(s)	**Terms**	**Relation to proposed project** (How will this collaboration enhance the provision of services in the current proposal)
Northland Cares	To provide outpatient medical services for Gila, Apache and Navajo Counties.	Satellite clinic and telemedicine will be provided making it more convenient for these clients to access HIV care.
North Country Healthcare	To provide core medical services for Apache and Navajo Counties.	The core services include outpatient and ambulatory health services, medical case management, oral health, health insurance premium cost sharing, AIDS pharmaceutical assistance, early intervention and mental health.
Bread and Soup for You, PLLC	To provide HIV support group services for Apache and Navajo Counties.	Provides psychosocial support services for clients and their affected care givers.
Apache County Public Health Services District	To provide HIV Prevention Services to Apache County residents.	Work with Gila County case management in early identification of individuals with HIV/AIDS.
Navajo County Public Health Services District	To provide HIV Prevention Services to Navajo County residents.	Work with Gila County case management in early identification of individuals with HIV/AIDS.
Southern Arizona AIDS Foundation	To provide oral health services to Gila, Apache and Navajo County residents	Work with Gila County case management to ensure client receive oral health services.

Add additional collaborators as needed

ATTACHMENT 5
COLLABORATIONS AND/OR PROPOSED SUBCONTRACTORS

RFP NO. ADHS11-00000347

Proposed Subcontractor(s)	**Terms**	**Relation to proposed project** (How will this subcontractor enhance the provision of services in the current proposal)
N/A		

Add additional subcontractors as needed

DOCUMENTATION OF COLLABORATIVE PARTNER and/or SUBCONTRACTOR

You have been identified in the response to RFP ADHS11-00000347 as either a proposed subcontractor or a collaborating partner in a HIV Care Services project by (Offeror) _____ for (Service Category) _____. Please respond to the following question:

1. How will you (your program/agency) be working to support the terms of the offeror's proposed HIV prevention programming?

   1.1 If your proposed role will be as a **subcontractor** please include the following information: proposed budget details, staffing, and subcontract if available.

   1.2 If your proposed role will be as a **collaborative partner** please include the following information: description of in-kind resource(s) to be provided, staffing.

ATTACHMENT 6
AGENCY CAPACITY & REFERENCES

RFP NO. ADHS11-00000347

REFERENCE

Contract Term / Dates of Work: Ongoing

Geographic Area(s) Served: Gila County

Target Population(s) Served: All residents

Please respond to the following questions:

1. Have you worked with this agency/program in the past? Give specifics as to dates, results (outcomes achieved, objectives met)

   The Gila County Immunization Program has provided immunizations for clients enrolled in the HIV Care and Services Program as needed. Influenza vaccines are provided annually for those clients who do not have AHCCCS. We have also provided clients with Tuberculosis testing as HIV increases the risks associated with TB. Hepatitis Vaccines have been provided to clients who have no insurance and whose physicians have requested the vaccines.

2. How do you plan to work together in the future?

   The Gila County Immunization Program will continue to provide any vaccines requested by physicians for individuals without insurance in the Gila County HIV Care and Services Program.

3. Describe the Contractor's expertise with and/or capacity for completing the terms of this Proposal.

   The Gila County HIV Program has been in existence for twenty years. I have worked directly with the HIV case managers for over the past 9 years. The current case manager has been providing services to the residents of Gila, Apache and Navajo Counties for the past 4 years. The Gila County Case Managers have always done their utmost to provide interventions and support to their clients with respect and integrity. I am please to say the current case manager has maintained this tradition.

This page should be completed by the named contact at the referring agency.

Contact Name and Title: Lorraine Dalrymple, RN, Health Services Program Manager

Telephone and Email: (928) 402-8807 ldalrymp@co.gila.az.us

Address: Gila County Office of Health, 5515 S. Apache Avenue, Globe, AZ, 85501

Signature: Lorraine Dalrymple, R.N. Date: 1/14/11

ATTACHMENT 6
AGENCY CAPACITY & REFERENCES

RFP NO. ADHS11-00000347

REFERENCE

Contract Term / Dates of Work: Ongoing

Geographic Area(s) Served: Gila County Low Income

Target Population(s) Served: Low Income

Please respond to the following questions:

1. Have you worked with this agency/program in the past? Give specifics as to dates, results (outcomes achieved, objectives met)

   CAP has paid rent and utilities this past fiscal year – 2009/2010 – for a least one of the Gila County HIV Program clients. There may be more, but due to confidentiality we are unable to provide specifics.

2. How do you plan to work together in the future?

   Through a referral process as we are located in the same building.

3. Describe the Contractor's expertise with and/or capacity for completing the terms of this Proposal.

   They are extremely passionate about their clients and the referral process is made easy because of their expertise.

This page should be completed by the named contact at the referring agency.

Contact Name and Title: Malissa Buzan, Gila County Community Action & Housing Services Program Manager

Telephone and Email: (928) 425-7631 mbuzan@co.gila.az.us

Address: 5515 S Apache Avenue, Suite 200, Globe, AZ 85501

Signature: [signature] Date: January 12, 2011

ATTACHMENT 7
OFFERORS ADDITIONAL INTERNAL RESOURCES (IF APPLICABLE)

RFP NO. ADHS11-00000347

Offeror's Additional Internal Resources

Use the table format provided below to list all other funding, in-kind and collaborative resources that will be used in conjunction with the proposed project. Include financial resources, in-kind support and proposed collaborative efforts that will be used to enhance program delivery. Limit the named existing resources to those received within the last five (5) years.

Name and Type of Existing Funding (Federal, State, local, other)	**Annual Amount/ Term of Funding** (Effective date/Ending date)	**Relation to proposed project** (How will this funding enhance the provision of services in the current proposal)
HIV Prevention-State from ADHS	$4,508.00	HIV Prevention provides HIV counseling and testing services for Gila County residents. The funding will work together to determine early identification of individuals with HIV/AIDS.
In-Kind Support (Supplies, referrals, other existing programs within the agency, etc.)	**Terms**	**Relation to proposed project** (How will this support enhance the provision of services in the current proposal)
Deputy Director of Prevention Services	As Needed	For Quality Assurance and Supervision
HIV Case Management Back Up	As Needed	For Continuity of care.

ATTACHMENT 8
MINIMUM COMPUTER REQUIREMENTS

RFP NO. ADHS11-00000347

Minimum Computer Requirements

As the authorized representative of Gila County (insert name of agency/business/health department) agree that:

All staff working on the proposed service will have access to a stand alone, network or laptop computer with the following programs:

Windows Operating System version XP or later
Microsoft Office 2007
Internet Explorer 7 or Firefox 3.5 internet browser with high speed internet access
Firewall protection of all health and Ryan White data that restricts outside access
User level access security to Ryan White data systems
system-wide virus and malware protection that is maintained with virus defintion updates.

Each offeror must have an installation of CareWare or another HRSA approved application for Ryan White client level data reporting. (Note: If the offeror opts not to use CareWare at this time, they should be aware that the Ryan White Part B program will require the offeror to have the ability to transfer service data each month from their selected data system into a statewide CAREWare network after August 31, 2011.)

Staff must have access to the Ryan White client level data system to complete data entry that meets deliverable requirements.

Supervisors must have access to the Ryan White client level data system to run reports and perform quality assurance activities

I understand that failure to meet these computer requirements will result in forfeiture of the Contract, if awarded.

Authorized representative of Gila County

Name (printed) Darryl Griffin

Title I.T. Director

Signature

ATTACHMENT 9
MATERIALS REVIEW ACCEPTANCE

RFP NO. ADHS11-00000347

Materials Review Acceptance

All materials (such as forms, documents, publications, etc.) developed or utilized by Programs shall be approved by the ADHS, Office of HIV, STD and Hepatitis Services, HIV Care and Services (Ryan White Part B) Program prior to any use by the Program. Please review Exhibit 7, Offerors Additional Information Resources, for more information.

As the responsible Party for the service described in this Proposal, I understand it is a contractual requirement to ensure that all materials are submitted and approved prior to use. I also understand that failure to do so may jeopardize funding.

Agency: Gila County

Name: Michael A. Pastor

Title: Chairman of the Board of Supervisors

Signature: Michael A. Pastor

Date: 2/1/11

ATTACHMENT 11
BUDGET JUSTIFICATION AND NARRATIVE

RFP NO. ADHS11-00000347

Offerors will provide information covering Personnel Services, Employee Related Expenses, Professional and Outside Services, Other Operating Expenses, and Travel in the tables below, for each separate service category proposed, as well as a detailed narrative covering each item listed in the tables. Administrative costs are those which are necessary for the logistical operation of the program, but are not directly related to the delivery of the services provided. Quality Management costs are those which are directly related to the programs clinical quality management activity, the program's participation in the Ryan White Part B statewide quality management program, or any data collection or reporting activity required for clinical quality management.

Ryan White Part B Line Item Budget Preperation

Amount Reqeusted:

Line Item	Full Salary	FTE % for Program	Core Medical FTE	Core Medical $	Support Services FTE	Suport Services $	QM FTE	QM $	Admin FTE	*Admin $	Total $
A. Personnel											
HIV Case Manager/Program Coordinator	$35,412.52	90%			85%	30,100.64	5%	1,770.78			31,871.42
Accounting Clerk	$33,250.00	10%							10%	$3,325.00	3,325.00
Sub-total Personnel											**35,196.42**
B. Fringe											
Employee Related Expenses (ERE)											
HIV Case Manager/Program Coordinator	10,968.97	90%			85%	9,323.62	5%	548.45			**9,872.07**
Sub-total ERE											
C. In-State Travel											
Mileage per year -20,508 miles						7,793.04					
Hotel						4,200.00					

ATTACHMENT 11
BUDGET JUSTIFICATION AND NARRATIVE

RFP NO. ADHS11-00000347

Per Diem						1,190.00					
Sub-total Travel						13,183.04					**13,183.04**
D. Equipment											
Sub-total Equipment											**0**
E. Supplies											
Office Supplies						1,000.00					
General Operating-Telephones						2,025.00					
Sub-total Supplies											**$3,025.00**
F. Contractual											
Emergency Financial Assistance						5,000.00					
Food Bank/Home Delivered Meals						2,000.00					
Medical Transportation						5,500.00					
Housing						4,000.00					
Psychosocial Support						6,000.00					**22,500.00**
Sub-total Contractual											
G. Other											
Sub-total Other											
Total Direct Costs											**83,776.53**
H. Indirect Costs if applicable											**5,052.66**
Grand Total											**$88,829.19**
Percentage											

*Total Admin across all services is capped at 10%.

Total Quality Management across all services is capped at 5%.

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. § 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-1562 **Consent Agenda Item 5- D**

Regular BOS Meeting

Meeting Date: 12/04/2012

Submitted For:	Steve Stratton	Submitted By:	Diana Jones, Management Analyst, Finance Department
Department:	Finance Department		
Fiscal Year:	FY 2010	Budgeted?:	Yes
Contract Dates Begin & End:	12/10/10-12/10/12	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Local Transportation Assistance Funds (LTAF II) Agreements for Distribution of Final Funds

Background Information

According to legislation enacted in 1998, cities, towns, and counties that receive $2,500 or more in LTAF II funding annually are required to use the funding for public transportation. Gila County has been using the LTAF II funds to provide senior centers and other transportation entities with funds for their continued operation. The Board of Supervisors approved the last Grant Agreement in December 2010 and this money has been received from the Arizona Department of Transportation.

One of the guidelines within this grant is that the funds need to be spent within a two-year timeframe. Gila County needs to spend the LTAF II funds before the end of December 2012, to stay within the two-year timeframe guidelines.

Evaluation

The Board of Supervisors' approved the LTAF II distribution of funds at its June 5, 2012, meeting to be distributed based on Column B of the attached distribution list.

Conclusion

The distribution of these funds is necessary to keep within the LTAF II Program guidelines/expenditures for public transportation by the Arizona Department of Transportation and to comply with the two-year grant parameters.

Recommendation

The Public Works Department recommends that the Board of Supervisors approve the attached Intergovernmental Agreements and Transit Agreements for the distribution of the final LTAF II funds.

Suggested Motion

Authorization of the Chairman's signature on the attached Agreements to distribute the final LTAF II (Local Area Transportation Funds) funds, as follows: Intergovernmental Agreements with the Town of Star Valley for $2,877.75, City of Globe Active Adult Center for $2,877.75, Town of Miami Senior Center for $2,877.75, Town of Miami Cobre Valley Community Transit Program for $7,017.00, and Town of Hayden Senior Center for $2,877.75; and Transit Agreements with the Payson Senior Center for $2,877.75, Time Out, Inc. for $2,877.75, the Boys and Girls Club of Globe Transit Program for $2,877.75, Horizon Human Services for $2,877.75, and the San Carlos Apache Tribe Transit Services for $2,877.75.

Attachments

Column B Distribution

June 5, 2012, BOS Minutes Of Approval

Town of Star Valley IGA

City of Globe Active Adult Center IGA

Town of Miami Senior Center IGA

Town of Miami Cobre Valley Community Transit IGA

Town of Hayden Senior Center IGA

Payson Senior Center Transit Agreement

Time Out, Inc. Transit Agreement

Boys and Girls Club of Globe Transit Agreement

Horizon Human Services Transit Agreement

San Carlos Apache Tribe Transit Agreement

Division of remaining LTAF II funds:

April 27, 2012 Balance:	$34,166.75
*Tribe agreement	-1,250.00
	$32,916.75

*The Tribe agreement from the October, 2011 distribution is still pending. There were changes made by the Tribe Attorney with Bryan's approval, and after several e-mails/calls they were unable to locate the changed agreement. The agreement was resent on 4/16 and as of 5/10 we still do not have their signed agreement.

Balance of account after Tribe	$32,916.75
CVCT remaining County 1/3	- 7,017.00
	$25,899.75

Divide it equally among the following 8 entities:

COLUMN A	
City of Globe Senior:	$3,237.47
Horizon Human Services:	$3,237.47
Town of Miami Senior:	$3,237.47
Boys & Girl Club:	$3,237.47
Town of Hayden Senior:	$3,237.47
Payson Time Out, Inc.:	$3,237.47
Town of Star Valley Senior:	$3,237.47
Payson Senior Center:	$3,237.46

To include the Tribe divide by 9 entities:

COLUMN B	
City of Globe Senior:	$2,877.75
Horizon Human Services:	$2,877.75
Town of Miami Senior:	$2,877.75
Boys & Girl Club:	$2,877.75
Town of Hayden Senior:	$2,877.75
Payson Time Out, Inc.:	$2,877.75
Town of Star Valley Senior:	$2,877.75
Payson Senior Center:	$2,877.75
San Carlos Transit:	$2,877.75

BOARD OF SUPERVISORS MINUTES
GILA COUNTY, ARIZONA

Date: June 5, 2012

TOMMIE C. MARTIN
Chairman

SHIRLEY L. DAWSON
Vice-Chairman

MICHAEL A. PASTOR
Member

JOHN F. NELSON
Clerk of the Board

By: Marilyn Brewer
Deputy Clerk

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via ITV conferencing); Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Supervisor; Don McDaniel, Jr., County Manager; John Nelson, Deputy County Manager/Clerk; Marian Sheppard, Chief Deputy Clerk; and Bryan Chambers, Chief Deputy County Attorney.

Item 1 – Call to Order – Pledge of Allegiance – Invocation

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors hearing room. 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

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

INTERGOVERNMENTAL AGREEMENT
GILA COUNTY
AND
TOWN OF STAR VALLEY

This agreement is made between **GILA COUNTY,** a political subdivision of the State of Arizona, hereinafter referred to as "County" and the **TOWN OF STAR VALLEY,** an Arizona Municipal Corporation, hereinafter referred to as "Star Valley".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Town of Star Valley as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Star Valley Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $2,877.75 for the **Star Valley Transit Program.**

3. The Town of Star Valley agrees to maintain records for the grant period of December 1, 2012 thru June 30, 2013. The attached report will be due on July 1, 2013, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

This report should be mailed to Diana Jones no later than July 1, 2013.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Star Valley Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Star Valley Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The Town of Star Valley shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Star Valley Transit Program.

7. The Town of Star Valley/Star Valley Transit Program shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Town of Star Valley should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Town of Star Valley shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

County shall have the right at any time to inspect the books and records of Star Valley and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Star Valley's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Star Valley to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Star Valley shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

The Town of Star Valley shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Star Valley.

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:_____

THE TOWN OF STAR VALLEY

Timothy Grier, Town Manager

Date:_____

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ATTEST:

Lois Johnson, Town Clerk

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy County Attorney

APPROVED AS TO FORM:

Timothy Grier, Town Attorney

INTERGOVERNMENTAL AGREEMENT
GILA COUNTY
AND
GLOBE ACTIVE ADULT CENTER

This agreement is made between **GILA COUNTY,** a political subdivision of the State of Arizona, hereinafter referred to as "County" and the **GLOBE ACTIVE ADULT CENTER,** an Arizona Municipal Corporation, hereinafter referred to as "Globe Active Adult Center".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Globe Active Adult Center as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Globe Active Adult Center Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $2,877.75 for the **Globe Active Adult Center Transit Program**.

3. The City of Globe agrees to maintain records for the grant period of December 1, 2012 thru June 30, 2013. The attached report will be due on July 1, 2013, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

This report should be mailed to Diana Jones no later than July 1, 2013.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Globe Active Adult Center Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Globe Active Adult Center Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The Globe Active Adult Center Transit Program shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Globe Active Adult Center Transit Program.

7. The City of Globe/Globe Active Adult Center Transit Program shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Globe Active Adult Center Transit Program should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Globe Active Adult Center Transit Program shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

10. Legal Arizona Workers Act Compliance
The City of Globe hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Globe Active Adult Center's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Globe Active Adult Center shall further ensure that each subcontractor who performs any work for Globe Active Adult Center under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Globe Active Adult Center and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Globe Active Adult Center's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Globe Active Adult Center to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Globe Active Adult Center shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Globe Active Adult Center shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Globe Active Adult Center.

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of

GILA COUNTY	**THE CITY OF GLOBE**
Tommie C. Martin, Chairman Gila County Board of Supervisors	Terence O Wheeler, Mayor City of Globe
Date:_____	Date: 9-10-12

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ATTEST:

Gina Paul, Clerk City of Globe

APPROVED AS TO FORM:

Bryan Chambers
Chief Deputy County Attorney

APPROVED AS TO FORM:

William J. Simms, City Attorney

INTERGOVERNMENTAL AGREEMENT
GILA COUNTY
AND
TOWN OF MIAMI
SENIOR CENTER

This agreement is made between **GILA COUNTY,** a political subdivision of the State of Arizona, hereinafter referred to as "County" and the **TOWN OF MIAMI SENIOR CENTER,** an Arizona Municipal Corporation, hereinafter referred to as "Miami Senior Center".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Miami Senior Center as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Miami Senior Center Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $2,877.75 for the **Miami Senior Center Transit Program.**

3. The Town of Miami agrees to maintain records for the grant period of December 1, 2012 thru June 30, 2013. The attached report will be due on July 1, 2013, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

This report should be mailed to Diana Jones no later than July 1, 2013.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Miami Senior Center Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Miami Senior Center Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The Miami Senior Center Transit Program shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Miami Senior Center Transit Program.

7. The Town of Miami/Miami Senior Center Transit Program shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Miami Senior Center Transit Program should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Miami Senior Center Transit Program shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

County shall have the right at any time to inspect the books and records of Miami Senior Center and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Miami Senior Center's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Miami Senior Center to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Miami Senior Center shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Miami Senior Center shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Miami Senior Center.

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:_____

THE TOWN OF MIAMI

Jerry Barnes, Town Manager

Date: 8/21/12

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ATTEST:

Karen Norris, Town Clerk

APPROVED AS TO FORM:

Bryan Chambers
Chief Deputy County Attorney

APPROVED AS TO FORM:

Phyllis L. N. Smiley
Curtis, Goodwin, Sullivan, Udall,
and Schwab, PLC

INTERGOVERNMENTAL AGREEMENT
GILA COUNTY
AND
TOWN OF MIAMI
COBRE VALLEY COMMUNITY TRANSIT PROGRAM

This agreement is made between **GILA COUNTY,** a political subdivision of the State of Arizona, hereinafter referred to as "County" and the **TOWN OF MIAMI COBRE VALLEY COMMUNITY TRANSIT PROGRAM,** an Arizona Municipal Corporation, hereinafter referred to as "CVCT Program".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Town of Miami CVCT Program as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the CVCT Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable State and Federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $7,017.00 for the **Town of Miami Cobre Valley Community Transit Program.**

3. The Town of Miami agrees to maintain records for the grant period of December 1, 2012 thru June 30, 2013. The attached report will be due on July 1, 2013, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

This report should be mailed to Diana Jones no later than July 1, 2013.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the CVCT Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the CVCT Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The CVCT Program shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the CVCT Program.

7. The Town of Miami/ CVCT Program shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the CVCT Program should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Town of Miami/CVCT Program shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

County shall have the right at any time to inspect the books and records of CVCT Program and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CVCT Program or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CVCT Program to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CVCT Program shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CVCT Program shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CVCT Program.

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:_____

THE TOWN OF MIAMI

Jerry Barnes, Town Manager

Date: 8/21/12

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ATTEST:

Karen Norris, Town Clerk

APPROVED AS TO FORM:

Bryan Chambers
Chief Deputy County Attorney
and Schwab, PLC

APPROVED AS TO FORM:

Phyllis L. N. Smiley
Curtis, Goodwin, Sullivan, Udall,

INTERGOVERNMENTAL AGREEMENT
GILA COUNTY
AND
TOWN OF HAYDEN SENIOR CENTER

This agreement is made between **GILA COUNTY,** a political subdivision of the State of Arizona, hereinafter referred to as "County" and the **TOWN OF HAYDEN,** an Arizona Municipal Corporation, hereinafter referred to as "Hayden Senior Center".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Hayden Senior Center as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Hayden Senior Center Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $2,877.75 for the **Hayden Senior Center Transit Program.**

3. The Town of Hayden agrees to maintain records for the grant period of December 1, 2012 thru June 30, 2013. The attached report will be due on July 1, 2013, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

This report should be mailed to Diana Jones no later than July 1, 2013.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Hayden Senior Center Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Hayden Senior Center Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The Hayden Senior Center Transit Program shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Hayden Senior Center Transit Program.

7. The Town of Hayden/Hayden Senior Center Transit Program shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Hayden Senior Center Transit Program should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Hayden Senior Center Transit Program shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

County shall have the right at any time to inspect the books and records of Hayden Senior Center and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Hayden Senior Center's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Hayden Senior Center to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Hayden Senior Center shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Hayden Senior Center shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Hayden Senior Center.

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of

GILA COUNTY

_____
Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:_____

THE TOWN OF HAYDEN

Monica C Badillo
Monica C. Badillo, Mayor

Date:_____

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ATTEST:

Laura E. Romero

Laura E. Romero, Town Clerk

APPROVED AS TO FORM:

Bryan Chambers
Chief Deputy County Attorney

APPROVED AS TO FORM:

Stephen R. Cooper, Town Attorney

TRANSIT AGREEMENT
GILA COUNTY
AND
PAYSON SENIOR CENTER

This agreement is made between **GILA COUNTY,** a political subdivision of the State of Arizona, hereinafter referred to as "County" and the **PAYSON SENIOR CENTER,** an Arizona Municipal Corporation, hereinafter referred to as "Payson Senior Center".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Payson Senior Center as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Payson Senior Center Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $2,877.75 for the **Payson Senior Center Transit Program.**

3. The Payson Senior Center agrees to maintain records for the grant period of December 1, 2012 thru June 30, 2013. The attached report will be due on July 1, 2013, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

This report should be mailed to Diana Jones no later than July 1, 2013.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Payson Senior Center Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Payson Senior Center Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The Payson Senior Center Transit Program shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Payson Senior Center Transit Program.

7. The Payson Senior Center shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Payson Senior Center should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Payson Senior Center shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

County shall have the right at any time to inspect the books and records of Payson Senior Center and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Payson Senior Center's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Payson Senior Center to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Payson Senior Center shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Payson Senior Center shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Payson Senior Center.

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:_____

PAYSON SERINOR CENTER

Joanne Conlin, Director

Date: 8.21.12

PAYSON SERINOR CENTER

Barbara Underwood
President of Board of Directors

ATTEST:

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

Bryan Chambers
Chief Deputy County Attorney

TRANSIT AGREEMENT
GILA COUNTY
AND
TIME OUT, INC.

This agreement is made between **GILA COUNTY,** a political subdivision of the State of Arizona, hereinafter referred to as "County" and the **TIME OUT, INC.,** hereinafter referred to as "Time Out".

RECITALS

The Gila County Board of Supervisors desire to provide funding to Time Out, Inc. as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Time Out Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $2,877.75 for the **Time Out Transit Program.**

3. Time Out, Inc. agrees to maintain records for the grant period of December 1, 2012 thru June 30, 2013. The attached report will be due on July 1, 2013, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

This report should be mailed to Diana Jones no later than July 1, 2013.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Time Out Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Time Out Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. Time Out, Inc. shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Time Out Transit Program.

7. Time Out, Inc., Time Out Transit Program shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Time Out Transit Program should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Time Out Transit Program shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

County shall have the right at any time to inspect the books and records of Time Out and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Time Out's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Time Out to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Time Out shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Time Out shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Time Out.

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:_____

ATTEST:

Marian Sheppard, Chief Deputy Clerk

THE TIME OUT INC.

Linda Timmer, Director of Operations
Time Out Inc.

Date:_____

APPROVED AS TO FORM:

Bryan Chambers,
Chief Deputy County Attorney

TRANSIT AGREEMENT
GILA COUNTY
AND
BOYS & GIRLS CLUB OF GLOBE

This agreement is made between **GILA COUNTY,** a political subdivision of the State of Arizona, hereinafter referred to as "County" and the **BOYS AND GIRLS CLUB OF GLOBE TRANSIT PROGRAM,** hereinafter referred to as "Boys & Girls Club".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Boys & Girls Club as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Boys & Girls Club Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable State and Federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $2,877.75 for the Boys & Girls Club Transit Program.

3. The Boys & Girls Club agrees to maintain records for the grant period of December 1, 2012 thru June 30, 2013. The attached report will be due on July 1, 2013, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

This report should be mailed to Diana Jones no later than July 1, 2013.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Boys & Girls Club Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Boys & Girls Club Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. The Boys & Girls Club shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Boys & Girls Club Transit Program.

7. The Boys & Girls Club shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Boys & Girls Club should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Boys & Girls Club shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

County shall have the right at any time to inspect the books and records of Boys & Girls Club and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Boys & Girls Club or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Boys & Girls Club to penalties

up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Boys & Girls Club shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Boys & Girls Club shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Boys & Girls Club

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:

BOYS AND GIRLS CLUB OF GLOBE

Mickie Nye, President
Boys and Girls Club of Globe

Date: 8-22-12

ATTEST:

Marian Sheppard, Chief Deputy Clerk

APPROVED AS TO FORM:

Bryan Chambers, Chief Deputy County Attorney

TRANSIT AGREEMENT
GILA COUNTY
AND
HORIZON HUMAN SERVICES

This agreement is made between **GILA COUNTY,** a political subdivision of the State of Arizona, hereinafter referred to as "County" and the **HORIZON HUMAN SERVICES,** an Arizona Municipal Corporation, hereinafter referred to as "Safe Home".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the Horizon Human Services as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Safe Home Transit Program.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable State and Federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $2,877.75 for the **Safe Home Transit Program**.

3. The Safe Home agrees to maintain records for the grant period of December 1, 2012 thru June 30, 2013. The attached report will be due on July 1, 2013, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

This report should be mailed to Diana Jones no later than July 1, 2013.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the Safe Home Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the Safe Home Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability.

6. Horizon Human Services shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the Safe Home Transit Program.

7. Horizon Human Services shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, Horizon Human Services should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, Horizon Human Services shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

10. Legal Arizona Workers Act Compliance
Horizon Human Services hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to the Safe Home's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Horizon Human Services shall further ensure that each subcontractor who performs any work for the Safe Home 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 the Safe Home and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Horizon Human Services 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 Horizon Human Services 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, Horizon Human Services 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.

Horizon Human Services 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 Horizon Human Services.

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date:

ATTEST:

Marian Sheppard,
Chief Deputy Clerk

HORIZON HUMAN SERVICES

Norman E. Mudd, Chief Executive Officer
Horizon Human Services

Date: 09.07.2012

APPROVED AS TO FORM:

Bryan Chambers,
Chief Deputy County Attorney

TRANSIT AGREEMENT
GILA COUNTY
AND
SAN CARLOS APACHE TRIBE
Nnee Bich'o'Nii "Helping the People" Transit Services

This agreement is made between **GILA COUNTY,** a political subdivision of the State of Arizona, hereinafter referred to as "County" and the **SAN CARLOS APACHE TRIBE TRANSIT SERVICES,** a Federally recognized Indian Tribe, hereinafter referred to as "Tribe".

RECITALS

The Gila County Board of Supervisors desire to provide funding to the San Carlos Apache Tribe Transit Program as related to Local Transportation Assistance Fund II (LTAF) guidelines. These LTAF II funds are to be used solely for the Tribe Transit Program. The Tribe desires to utilize LTAF funds to provide transportation services pursuant to LTAF guidelines.

SCOPE

It is the intent of the LTAF II legislation to supply funds for the sole purpose of providing transportation service that is open to the general public, elderly persons, welfare recipients, and low-income persons engaged in employment activities. As related to LTAF II, public transportation is defined as any service, vehicle(s), or support facility for a vehicle(s), intended for the purpose of conveying multiple passengers.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The organization receiving LTAF II funding agrees to comply with all applicable state and federal Civil Rights statutes as a provider of transportation services. It is the responsibility of the LTAF II recipient to be familiar with all portions of State and Federal Motor Vehicle Safety Standards, Motor Carrier, and Motor Vehicle Division regulation restrictions, and conditions.

2. The Gila County Board of Supervisors will contribute the sum of $2,877.75 for the **San Carlos Apache Tribe Nnee Bich'o'Nii "Helping the People" Transit Services.**

3. The Tribe agrees to maintain records for the grant period of December 1, 2012 thru June 30, 2013. The attached report will be due on July 1, 2013, and indicate the number of rides provided for all participants, the location of pickup, employee wages and related

vehicle expenses. All information provided shall be of public record. Failure to furnish the above report will result in future funding being withheld by the County.

This report should be mailed to Diana Jones no later than July 1, 2013.

Diana M. Jones, Management Analyst
Gila County Finance
1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8516

4. The parties are both of the opinion that the use of LTAF funds for the San Carlos Apache Tribe Transit Program is an appropriate use LTAF funds and that it is in accordance with Arizona Department of Transportation (ADOT) guidelines.

5. In operating the San Carlos Apache Tribe Transit Program, its employees or agents, shall not discriminate against any person on the basis of race, gender, national origin, religion, age, or disability in accordance with, and subject to applicable law, including Title VII of the Federal Civil Rights Act, which recognizes that under certain circumstances, Native American employment preferences are necessary and appropriate to promote tribal self-determination.

6. The Tribe shall provide all vehicles, employees, training, maintenance, and upkeep necessary to continue providing the San Carlos Apache Tribe Transit Program. The Tribe will not use any of the LTAF funds provided in this agreement to pay any subcontractor.

7. The Tribe shall hold Gila County harmless for any, and all, obligations, including, but not limited to, claims for attorney's fees, injuries, or damages of any sort, arising from, or as a result of the funding and operation of the transit program.

8. If at any time during the term of this Agreement, or within twenty-four months thereafter, the San Carlos Apache Tribe Transit Program should receive a claim of any nature in which a person or persons allege a violation of the law or allege injuries or damages as a result of the program, the Tribe shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

9. Anti-Terrorism Warranty
Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

10. Legal Arizona Workers Act Compliance
The Tribe hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws as may be applicable to the San Carlos Apache Tribe

Transit Program's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws").

County shall have the right at any time to inspect the books and records of San Carlos Apache Tribe Transit Program and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of San Carlos Apache Tribe Transit Program'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 San Carlos Apache Tribe Transit Program to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Tribe 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.

San Carlos Apache Tribe Transit Program shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of San Carlos Apache Tribe.

11. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

IN WITNESS WHEREOF, the parties herein have set their hands and seals the day of

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors
Date:

SAN CARLOS APACHE TRIBE

Terry Rambler, Honorable Chairman
San Carlos Apache Tribe
Date: 10/23/12

ATTEST:

Marian Sheppard, Chief Deputy Clerk

ATTEST:

Tribal Secretary

APPROVED AS TO FORM:

Bryan Chambers,
Chief Deputy County Attorney

APPROVED AS TO FORM:

Alexander Ritchie,
Tribal Attorney

ARF-1558 **Consent Agenda Item 5- E**

Regular BOS Meeting

Meeting Date: 12/04/2012

Submitted For:	Barbara Valencia, WIA Department Program Manager	Submitted By:	Barbara Valencia, WIA Department Program Manager, Community Services Division
Department:	Community Services Division	Division:	WIA Department
Fiscal Year:	Program Year 2012	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2012 - June 30, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Amendment No. 2 to an Intergovernmental Agreement (Contract No. DE101133-001) with the Arizona Department of Economic Security and Gila County dba Gila/Pinal Workforce Investment Board

Background Information

The purpose of this Intergovernmental Agreement is to provide the required One-Stop services outlined in the Workforce Investment Act (WIA) of 1998. As a mandated partner in the One-Stop Delivery System, Arizona Department of Economic Security (DES) will be provided the necessary office space to perform work duties.

On March 23, 2010, the Board of Supervisors approved the original Intergovernmental Agreement between the DES and the Gila County Board of Supervisors dba Gila/Pinal Workforce Investment Board for the period May 1, 2009, to June 30, 2014.

On June 14, 2010, the Board of Supervisors approved Amendment No. 1 to this Intergovernmental Agreement.

Evaluation

Arizona Department of Economic Security (DES) will reimburse Gila County for its share of the costs associated with the provision of services at Location I - Casa Grande and Location II - Globe.

THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Pursuant to Section 4.0, Amendments and Modifications the following changes in net square feet of work space have been made.

Amend Section 9.2 to read: The Gila-Pinal WIB shall provide the DES with 796 net square feet of workspace at Location I-Casa Grande (Section 13.1 Occupancy Information) for the DES staff and shall provide the necessary common area needed for the DES staff to perform work duties.

Amend Section 9.3 to read: The Gila-Pinal WIB shall provide the DES with 122 net square feet of workspace at Location II-Globe (Section 13.1 Occupancy Information) for the DES staff and shall provide the necessary common area needed for the DES staff to perform work duties

The occupancy of the modified space was started by mutual agreement of the parties on July 1, 2012.

In accordance with the above changes:
Amend Section 13.2 to read: DES will reimburse Gila-Pinal WIB for its share of the costs associated with provision of the services at the above locations (Section 13.1.1) as per the attached Resources Sharing Agreement (RSA)-Exhibit 1 and Exhibit 2: Exhibit 1-Globe Location annual costs equals $9,970.56;

Exhibit 2-Casa Grande Location annual costs equals $47,523.00

The following attachments are also included with this amendment: Casa Grande One-Stop Location Globe One-Stop Location.

Conclusion

Amendment No. 2 to Intergovernmental Agreement (Contract No. DE101133-001) is due to changes being made to the amount of work space being provided to DES at both the Globe and Casa Grande One-Stop Centers. The yearly rental cost for the Casa Grande One-Stop Center is now $47,523, and the yearly rental cost for the Globe One-Stop Center is now $9,970.56.

Recommendation

The WIA Department Program Manager recommends that Amendment No. 2 to this Intergovernmental Agreement (Contract No. DE101133-001) between the Arizona Department of Economic Security and Gila County Board of Supervisors dba Gila/Pinal Workforce Investment Board be amended to reflect changes in workspace provided to DES in Casa Grande in the total annual amount of $47,523 and in Globe in the total annual amount of $9,970.56.

Suggested Motion

Approval of Amendment No. 2 to an Intergovernmental Agreement (Contract No. DE101133-001) between the Arizona Department of Economic Security (DES) and Gila County Board of Supervisors dba Gila/Pinal Workforce Investment Board to increase DES's yearly rental cost for work space at the Casa Grande One-Stop Center to $47,523, and at the Globe One-Stop Center to $9,970.56 for the period July 1, 2012, through June 30, 2014.

Attachments

Amendment No. 2 DE101133001

Amendment No. 1 DE101133001

Contract DE101133001

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
Gila County Board of Supervisors dba Gila-Pinal Workforce Investment Board 5515 South Apache Avenue, Suite 200 Globe AZ 85501	DE101133-001
	3. AMENDMENT NUMBER 2

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to Section 4.0, Amendments and Modifications the following changes is net square feet of work space have been made.

Amend Section 9.2 to read: The Gila-Pinal WIB shall provide the DES with 796 net square feet of workspace at Location I-Casa Grande (Section 13.1 Occupancy Information) for the DES staff and shall provide the necessary common area needed for the DES staff to perform work duties.

Amend Section 9.3 to read: The Gila-Pinal WIB shall provide the DES with 122 net square feet of workspace at Location II-Globe (Section 13.1 Occupancy Information) for the DES staff and shall provide the necessary common area needed for the DES staff to perform work duties

The occupancy of the modified space has started by mutual agreement of the parties on July 1, 2012

In accordance with the above changes:

Amend Section 13.2 to read: DES will reimburse Gila-Pinal WIB for its share of the costs associated with provision of the services at the above locations (Section 13.1.1) as per the attached Resources Sharing Agreement (RSA)-Exhibit 1 and Exhibit 2-Exhibit 1 Globe Location annual costs equals $9,970.56. Exhibit 2- Casa Grande Location annual costs equal $47,523.00

The following attachments are also included with this amendment: Casa Grande One-Stop Location
Globe One-Stop Location

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. 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.

7. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	8. NAME OF CONTRACTOR **GILA COUNTY BOARD OF SUPERVISORS**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME **Elizabeth Csaki, CPPB**	TYPED NAME **Tommi Martin**
TITLE **Procurement Manager**	TITLE **Chairman of the Board**
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

Date: _____

Casa Grande One-Stop Location

Allocation Basis	Yrly Cost	Mthly Cost	REPAC Amount	WIB Amount	MANPOWER Amount	ADES Amount	PPEP Amount	CAAG Amount	Amount
Offices	$ 41,055.00	$ 3,421.25	$523.25	$ 840.00	$ 168.00	$ 1,393.00	$ 112.00	$ 385.00	$ 3,421.25
									$ -
									$ -
Common Areas	$ 75,684.00	$ 6,307.00	$ 964.25	$ 1,548.75	$ 309.75	$ 2,567.25	$ 206.50	$ 710.50	$ 6,307.00
TOTAL MONTHLY COST		$ 9,728.25	$ 1,487.50	$ 2,388.75	$ 477.75	$ 3,960.25	$ 318.50	$ 1,095.50	$ 9,728.25
ANNUAL COSTS	$116,739.00	$116,739.00	$17,850.00	$28,665.00	$5,733.00	$47,523.00	$3,822.00	$13,146.00	$116,739.00

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC Cost PerSq Ft $21.00

TOTAL SQUARE FEET	5559
TOTAL OFFICE SQ FEET	1955
COMMON AREA	3604

COMMON AREAS ONE-STOP	
RESOURCE ROOM	906
INTERVIEW ROOM	147
BREAKROOM	100
ONE-STOP SERVER	45
UNISEX BATHROOM	71
CONFERENCE ROOM	233
RECEPTION	114
HALLWAYS	1004
STORAGE ROOM	71
TOTAL COMMON AREA	2691

CAC AND ONE-STOP	
RECEPTION	631
CAC SERVER	45
RESTROOM	252
BREAK ROOM	264
HALLWAY	381
RESTROOM	253
TOTAL COMMON AREA	1826
TOTAL CAC & ONE-STOP COMMON AREA	913
TOTAL ONE-STOP CA	2691
TOTAL ONE-STOP & CAC	913
TOTAL COMMON AREA	3604

	DEDICATED SQ FT	% DED SQ FT	C. AREA SQ FT
CAAG	220	11%	406
WIB	480	25%	885
REPAC	299	15%	551
MANPOWER	96	5%	177
ADES	796	41%	1467
PPEP	64	3%	118
TOTAL	1955	100%	3604

Globe One-Stop Location

Shared Resources	Yrly Cost	Mthly Cost	CAP Amount	GEST Amount	WAP/HAP Amount	REPAC Amount	WIB Amount	CAAG Amount	CAC Amount	DES Amount
Office Space ($1.10 square ft)	$ 81,840.00	$ 6,820.00	$ 695.00	$ 787.00	$ 1,852.00	$ 2,083.00	$ 588.00	$ 278.00	$ 184.00	$ 353.00
Phones	$ 18,000.00	$ 1,500.00	$ 200.00	$ 200.00	$ 350.00	$ 400.00	$ 50.00	$ 100.00	$ 50.00	$ 100.00
Internet Access	$ 10,800.00	$ 900.00	$ 120.00	$ 120.00	$ 210.00	$ 240.00	$ 60.00	$ 120.00	$ 60.00	$ 120.00
Copier Maintenance & Supplies	$ 21,600.00	$ 1,800.00	$ 248.40	$ 242.28	$ 397.80	$ 596.70	$ 99.36	$ 100.00	$ 50.00	$ 165.78
Janitorial/Security Lighting	$ 10,000.00	$ 833.33	$ 115.00	$ 112.17	$ 184.17	$ 276.25	$ 46.08	$ 22.92	$ 12.00	$ 76.75
Fax Line & Supplies	$ 2,000.00	$ 166.67	$ 43.00	$ 43.00	$ 43.00	$ 43.00	$ 43.00	$ 43.00	$ 43.00	$ 15.35
Monthly's Costs		$ 12,020.00	$ 1,421.40	$ 1,504.45	$ 3,036.97	$ 3,638.95	$ 886.44	$ 663.92	$ 399.00	$ 830.88
Annual Costs	$ 144.240.00	$ 144.240.00	$ 17,056.80	$ 18,053.36	$ 36,443.60	$ 43,667.40	$ 10,637.32	$ 7,967.00	$ 4,788.00	$ 9,970.56

TOTAL COMMON AREA	1933
TOTAL OFFICE SPACE	2357
TOTAL SQUARE FEET	4290

COMMON AREAS ONE STOP	
CONFERENCE ROOM	565
RECEPTION	481
BATHROOM-PUBLIC	62
BATHROOM-PRIVATE	170
SERVER ROOM	214
RESOURCE ROOM	321
TELEPHONE ROOM	120
TOTAL COMMON AREA	**1933**

	DEDICATED SQ FT.	% DED. SQ. FT.	C. AREA SQ. FT
CAAG	96	4.07%	79
WIB	203	8.61%	167
REPAC	720	30.55%	590
HAP/WAP	640	27.15%	525
GEST	272	11.54%	223
DES	122	5.18%	100
CAP	240	10.18%	197
CAC	64	2.72%	52
TOTAL	2357	100.00%	1933

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

Intergovernmental Agreement
CONTRACT AMENDMENT

1. CONTRACTOR	2. CONTRACT ID NUMBER
Gila County Board of Supervisors dba Gila-Pinal Workforce Investment Board 5515 South Apache Ave., Suite 200 Globe, AZ 85501	DE101133001
	3. AMENDMENT NUMBER No. 1

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the above referenced contract, the change below is effective as of September 1, 2009.

Please add Attachment 13 to the current Gila-Pinal WIB contract.

Attachment 13 is attached and is an integral part of this contract.

Correct the page numbers, starting with Attachment 5 from 2 of 24 to 15 of 24, to the end of the contract.

Replace Exhibit 1 in its entirety with the attached updated Resource Sharing Agreement worksheet dated 5/25/10.

5. In accordance with A.R.S. § 35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. § 35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. 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.

7. **ARIZONA DEPARTMENT OF ECONOMIC SECURITY**	7. CONTRACTOR: **GILA COUNTY BOARD OF SUPERVISORS, dba Gila-Pinal Workforce Investment Board**
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL
Elizabeth G. Csaki, CPPB	Michael A. Pastor
TYPED NAME	TYPED NAME
Professional Services Unit Manager	Chairman, Gila County Board of Supervisors
TITLE	TITLE
DATE 09-13-10	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: Barbara M. Belleau
Assistant Attorney General

Date: 9/9/10

By:
Public Agency Legal Counsel

Date: 9/14/2010

ATTACHMENT 13

Amendment to Gila-Pinal WIB Contract #DE101133001

Section 4.2.5:

Changes in contract related personnel positions of the Mohave CCSD which do not affect staffing rations, staff qualifications or specific individuals required under this contract.

Change Section 4.2.5 to:

Changes in contract related personnel positions of the Gila-Pinal WIB which do not affect staffing rations, staff qualifications or specific individuals required under this contract.

Section 9.2:

The Gila-Pinal WIB shall provide DES with 831 net square feet of workspace at Location I -Casa Grande (Section 13.1 Occupancy Information) for DES staff and shall provide the necessary common area needed for DES staff to perform work duties.

Change Section 9.2 to:

The Gila-Pinal WIB shall provide DES/EA with 760 net square feet of office workspace and 1549 square feet of common space needed for DES/EA Employment Services and Reemployment Services staff to perform work duties at Location I -Casa Grande.

Section 13.2

DES will reimburse Gila-Pinal WIB for its share of the costs associated with provision of the services at the above locations (Section 13.1.1) as per the breakdown in the attached Resource Sharing Agreement (RSA) - Exhibit 1 and Exhibit 2. Exhibit 1 – Globe location annual costs equals $13,516.21. Exhibit 2 – Casa Grande location annual costs equals $51,009.00.

Change Section 13.2 to:

DES will reimburse Gila-Pinal WIB for its share of the costs associated with provision of the services at the above locations (Section 13.1.1) as per the breakdown in the attached Resource Sharing Agreements (RSA) – Exhibit 1 and Exhibit 2. Exhibit 1 – Casa Grande location annual costs equals $48,489.00. Exhibit 2 – Globe location annual costs equals $13,516.21.

Gila/Pinal Workforce Investment Area
Resource Sharing Agreement - Casa Grande Location
Identification of Shared Costs
Attachment 1

DESCRIPTION:	CAAG	WIB	REPAC	MANPOWER	EMPLOY SER.	PATHWAYS	RE-EMPLOY SER.	TOTAL
COMMON AREA								
OFFICE SQUARE FT.	120	105	100	96	120	100	64	705
OFFICE SQUARE FT.	100		149		64	100	64	477
OFFICE SQUARE FT.	100				64			164
OFFICE SQUARE FT.	100				64			164
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
OFFICE SQUARE FT.					64			64
TOTAL:	420	105	249.00	96.00	632.00	200	128.00	1830.00

DEPARTMENT NAME:	CAAG	WIB	REPAC	MANPOWER	EMPLOY. SER	PATHWAYS	RE-EMPLOY SER.	
COMMON AREAS	856.00	213.00	507.00	196.00	1288.00	408.00	261.00	3729
OFFICES	420.0	105.00	249.00	96.00	632.0	200.00	128.00	1830
$ per square footage	$ 21.00	$ 21.00	$ 21.00	$ 21.00	$ 21.00	$ 21.00	$ 21.00	
TOTAL SQ FOOTAGE	1276.0	318.0	756.0	292.0	1920.0	608.0	389.0	
YEARLY COST	$26,796.00	$6,678.00	$15,876.00	$6,132.00	$40,320.00	$12,768.00	$8,169.00	$116,739.00
MONTHLY COST	$2,233.00	$556.50	$1,323.00	$511.00	$3,360.00	$1,064.00	$680.75	$9,728.25

Casa Grande One-Stop Location

Allocation Basis	Yrly Cost	Mthly Cost	REPAC Amount	WIB Amount	MANPOWER Amount	EMPLOY. SERVICES Amount	PATHWAYS Amount	CAAG Amount	RE-EMPLOY SERVICES Amount	Amount
Offices	$ 38,430.00	$ 3,202.50	$435.75	$ 183.75	$ 168.00	$ 1,106.00	$350.00	$ 735.00	$ 224.00	$ 3,202.50
										$ -
										$ -
Common Areas	$ 78,309.00	$ 6,525.75	$ 887.25	$ 372.75	$ 343.00	$ 2,254.00	$ 714.00	$ 1,498.00	$ 456.75	$ 6,525.75
TOTAL MONTHLY COST		$ 9,728.25	$ 1,323.00	$ 556.50	$ 511.00	$ 3,360.00	$ 1,064.00	$ 2,233.00	$ 680.75	$ 9,728.25
ANNUAL COSTS	**$116,739.00**	**$116,739.00**	**$15,876.00**	**$6,678.00**	**$6,132.00**	**$40,320.00**	**$12,768.00**	**$26,796.00**	**$8,169.00**	**$116,739.00**

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET	**5559**
TOTAL OFFICE SQ FEET	**1830**
COMMON AREA	**3729**

COMMON AREAS ONE-STOP	
RESOURCE ROOM	906
INTERVIEW ROOM	125
INTERVIEW/TESTING	147
TESTING	100
ONE-STOP SERVER	45
UNISEX BATHROOM	71
CONFERENCE ROOM	233
RECEPTION	114
HALLWAYS	1004
STORAGE ROOM	71
TOTAL COMMON AREA	2816

CAC AND ONE-STOP	
RECEPTION	631
CAC SERVER	45
RESTROOM	252
BREAK ROOM	264
HALLWAY	381
RESTROOM	253
TOTAL COMMON AREA	1826

TOTAL CAC & ONE-STOP COMMON AREA	913

TOTAL ONE-STOP CA	**2816**
TOTAL ONE-STOP & CAC	**913**
TOTAL COMMON AREA	**3729**

	DEDICATED SQ FT	% DED SQ FT	C. AREA SQ FT
CAAG	420	23%	856
WIB	105	6%	213
REPAC	249	14%	507
MANPOWER	96	5%	196
EMP SER	632	35%	1288
RE-EMPLOY	128	7%	261
PATHWAYS	200	11%	408
TOTAL	1830	100%	3729

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

This Contract is between the Arizona Department of Economic Security ("DES") and Gila County dba Gila-Pinal Workforce Investment Board (hereafter collectively referred to as Gila-Pinal WIB).

WHEREAS the DES is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS Gila-Pinal WIB is duly authorized to execute and administer contracts under A.R.S. § 11-201 and,

WHEREAS DES and Gila-Pinal WIB 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, DES and Gila-Pinal WIB agree to abide by all the terms and conditions set forth in this Contract.

In accordance with A.R.S. § 35-3903.06, Gila-Pinal WIB certifies that the Gila-Pinal WIB does not have scrutinized business operations in Iran.
In accordance with A.R.S. § 35-391.06, Gila-Pinal WIB certifies that the Gila-Pinal WIB does not have scrutinized business operations in Sudan.

BY SIGNING THIS FORM ON BEHALF OF GILA-PINAL WIB, 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

Elizabeth G. Csaki, CPPB
Printed Name

Procurement Manager
Title

4/15/2010
Date

DE101133001
DES Contract Number

FOR AND ON BEHALF OF GILA COUNTY dba GILA COUNTY WORKFORCE INVESTMENT BOARD

Signature

Shirley L. Dawson
Printed Name

Chairman, Gila County Board of Supervisors
Title

3/23/10
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: 4/9/10

By: Bryan Chambers, Deputy County Attorney
Public Agency Legal Counsel

Date: 2-25-10

1.0 PARTIES

1.1 This Intergovernmental Agreement (IGA) is between DES and the Gila-Pinal WIB.

2.0 TERM OF AGREEMENT

2.1 **TERM**

The term of this Agreement shall have an effective date of May 1, 2009 and end on June 30, 2014, unless otherwise agreed upon by both parties in writing. The term may not exceed a total of five (5) years.

3.2. **EXTENSION**

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.3. **TERMINATION**

3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

4.1 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.

4.2 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:

1. Change of address.
2. Change of telephone number.
3. Change in authorized signatory.
4. Change in the name and/or address of the person to whom notices are to be sent.
5. Changes in contract related personnel positions of the Mohave CCSD which do not affect staffing rations, staff qualifications or specific individuals required under this contract.

5.0 DEFINITIONS

5.1 Gila-Pinal WIB is the party who is providing the One-Stop location space.

5.2 "Gila-Pinal WIB Site Location" means the facility where the location of integrated program services will occur.

5.3 DES is the party who is locating with the Gila-Pinal WIB.

5.4 "Agreement" means the executed Intergovernmental Agreement between the governmental parties.

6.0 PURPOSE OF AGREEMENT

6.1 The purpose of this Agreement is to provide the required one-stop services outlined in 20 CFR 662.200 as required under the Workforce Investment Act of 1998. As a mandated partner in the one-stop service delivery system, the Department must provide services in the identified one-stop facility within each Local Workforce Investment Area (LWIA). This agreement outlines the provisions under which the Department will provide those services.

7.0 MANNER OF FINANCING

7.1 DES/Employment Services is 100% federally funded.

8.0 SERVICE DESCRIPTION

8.1 Provision of services to clients under the Workforce Investment Act of 1998 - To consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States, and for other purposes.

9.0 RESPONSIBILITIES

9.1 DES and the Gila-Pinal WIB agree as follows in order to meet the requirements of the Workforce Investment Act of 1998:

9.2 The Gila-Pinal WIB shall provide DES with 831 net square feet of workspace at Location I -Casa Grande (Section 13.1 Occupancy Information) for DES staff and shall provide the necessary common area needed for DES staff to perform work duties.

9.3 The Gila-Pinal WIB shall provide DES with 325 net square feet of workspace at Location II - Globe (Section 13.1 Occupancy Information) for DES staff and shall provide the necessary common area needed for DES staff to perform work duties.

9.4 DES will reimburse the Gila-Pinal WIB for usage of the workspaces and a percentage of the common areas used by DES staff at both locations on a monthly basis.

10.0 PAYMENT REQUIREMENTS

10.1 Invoices shall be submitted by the 15th day of the month following the month services were provided.

10.2 Invoices shall be submitted to the address shown in Section 11.2.

10.3 DES shall prepare and issue a warrant by the thirtieth (30) day of the month provided that it is in receipt of an invoice from Gila-Pinal WIB. If no invoice has been received by the 15th of the month, DES will have 15 working days after receipt of said invoice to issue a warrant. The warrant shall be submitted to the address shown in Section 11.1.

11.0 NOTICES

11.1 All notices to the Gila-Pinal WIB regarding this Agreement shall be sent to the following address:

Barbara Valencia, Program Manager
Gila County dba Gila-Pinal Workforce Investment Board
5515 South Apache Avenue, Suite 200
Globe, Arizona 85501
Phone: 928-402-8657
Fax: 928-425-9468

11.2 All notices to DES regarding this Agreement shall be sent to the following address:

Kathryn Todd, Programs & Projects Specialist
Budget & Planning Unit
AZ/DES/Employment Administration
1789 West Jefferson Road Site Code: 734A
Phoenix, Arizona 85007
Phone: 602-542-0929
Fax: 602-542-3690
E-mail: KTodd@azdes.gov

11.3 The following One Stop Career Center Staff will handle routine non-monetary issues or concerns:

Casa Grande	Marty Clay	520-483-8545
Globe	Barbara Valencia	928-402-8657

11.4 Notices, requests or demands given or made upon the parties hereto, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person or sent by United States Mail, postage prepaid, to the parties at their respective addresses as indicated above.

11.5 All notices shall reference both of the contract numbers as indicated on the signature page of this Agreement.

12.0 DISPOSITION OF PROPERTY

12.1 It is the purchasing party's responsibility to dispose of furniture or office equipment purchased during the term of this Agreement as authorized in that party's rules and regulations.

13.0 OCCUPANCY INFORMATION

13.1 **Site Location(s)**

Location I – Casa Grande
Gila-Pinal Workforce Investment Board
1015 E. Florence Boulevard
Casa Grande, Arizona 85222

Location II - Globe
Gila-Pinal Workforce Investment Board
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

13.2 **Costs**
DES will reimburse Gila-Pinal WIB for its share of the costs associated with provision of the services at the above locations (Section 13.1.1) as per the breakdown in the attached Resource Sharing Agreements (RSA) – Exhibit 1 and Exhibit 2. Exhibit 1 – Globe Location annual costs equals $13,516.21. Exhibit 2 – Casa Grande Location annual costs equals $51,009.00

13.3 The Gila-Pinal WIB shall ensure the interior janitorial services and exterior ground maintenance.

13.4 The Gila-Pinal WIB shall ensure maintenance of the structural elements, heating, cooling and other systems of the space/facility.

13.5 Any requests by DES for changes, alterations or modifications to the space will be submitted to the Gila-Pinal WIB's designated site person per Section 11.1 for processing the work order to the appropriate Gila-Pinal WIB personnel. If the work order is approved, the costs will be billed to the appropriate DES program at the address in Section 11.2.

13.6 Any request for an exterior sign(s) must be approved in advance by the Gila-Pinal WIB. Signage requests must comply with all City code/ordinance requirements and in non-owned facilities, will also require advance approval regarding any sign requirements/standards that they may have. Upon termination of this Agreement, any costs to remove a sign(s) and/or to return the building to its original conditions, installed at DES' request, will be assigned to DES.

13.7 Any changes to DES' direct costs shall be justified, separately negotiated and included as amendments to this Agreement.

14.0 TELECOMMUNICATIONS, VOICE/DATA

14.1 The percentage of the communication costs are integrated into the Utilities line item and are part of DES' total monthly charges as agreed to in the RSA. DES will not be billed separately for these costs.

15.2 DES at the Location I site (Casa Grande) will provide the following voice requirements, wiring, and installation as identified:

- ☐ Instruments/lines
- ☐ Voice Mail
- ☒ T-1 Line(s)
- ☒ Fax machine – Resource Room/Office Area
- ☒ UI Ring-down Phone Line
- ☒ Maintenance and repair of instruments

15.3 Gila-Pinal WIB at the Location I site (Casa Grande) will provide the following voice requirements, wiring, and installation as identified:

- ☒ Instruments/lines
- ☒ Voice Mail
- ☐ T-1 Line(s)
- ☒ Fax machine
- ☒ Maintenance and repair of instruments

15.4 DES at the Location II site (Globe) will provide the following voice requirements, wiring, and installation as identified:

- ☐ Instruments/lines
- ☐ Voice Mail
- ☐ T-1 Line(s)
- ☒ Fax machine – Office
- ☒ UI Ring-down Phone Line
- ☒ Maintenance and repair of instruments

15.5 Gila-Pinal WIB at the Location II site (Globe) will provide the following voice requirements, wiring, and installation as identified:

- ☒ Instruments/lines
- ☒ Voice Mail
- ☒ T-1 Line(s)
- ☐ Fax machine
- ☒ Maintenance and repair of instruments

15.6 **Voice Communications**
Voice communication adds, moves, or changes are the responsibility of each party. The party requesting the adds, moves, or changes will coordinate the payment with the party owning the equipment. The responsible party renders payment upon invoice by the party owning the equipment.

15.7 **Data Communications**
Data communications is the responsibility of each party. Adds, moves, and changes to data communications is the responsibility of each party.

16.0 OFFICE FURNITURE & EQUIPMENT

16.1 DES may provide the following at the Location I (Casa Grande) site:

- ☒ Office supplies for DES staff
- ☐ Desk(s)
- ☐ Side chair(s)
- ☐ Computer table (s)
- ☐ Modular workstations
- ☐ Partitioned workstation(s)
- ☐ Chair(s)
- ☐ File cabinet(s)
- ☒ Copier(s)

16.2 Gila-Pinal WIB will provide the following at the Location I (Casa Grande) site:

- ☒ Modular workstation(s)
- ☒ Double Pedestal Desk(s)
- ☒ Side chair(s)
- ☒ Computer table (s)
- ☒ Office supplies for Gila-Pinal WIB staff
- ☒ Counter workstation(s)
- ☒ Chair(s)
- ☒ File cabinet(s)
- ☐ Copier(s)

16.3 DES may provide the following at the Location II (Globe) site:

- ☒ Office supplies for DES staff
- ☐ Desk(s)
- ☐ Side chair(s)
- ☐ Computer table (s)
- ☐ Modular workstations
- ☐ Partitioned workstation(s)
- ☐ Chair(s)
- ☒ File cabinet(s)
- ☐ Copier(s)

16.4 Gila-Pinal WIB will provide the following at the Location II (Globe) site:

- ☒ Modular workstation(s)
- ☒ Double Pedestal Desk(s)
- ☒ Side chair(s)
- ☒ Computer table (s)
- ☒ Office supplies for Gila Pinal WIB staff
- ☒ Counter workstation(s)
- ☒ Chair(s)
- ☐ File cabinet(s)
- ☒ Copier(s)

16.5 The purchasing party shall retain all furniture and office equipment purchased during the term of this Agreement.

16.6 **Equipment Supplies – Casa Grande**
The equipment supplies use such as paper, toner and maintenance costs are the responsibility of each program.

16.7 **Equipment Supplies – Globe**
The equipment use such as the copy machine(s), printer(s) general supplies such as paper and toner and the maintenance of the equipment costs are integrated into the DES total monthly charges.

16.8 **Office Supplies – Casa Grande and Globe**
Each party will be responsible for providing its own staff with office supplies needed to perform their work duties.

17.0 VETERANS' PRIORITY PROVISIONS

17.1 This program, funded by the U.S. Department of Labor is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a
veteran must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03(September 16, 2003) provided general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. In addition to the TEGL, a series of questions and answers related to priority of service is posted at http://www.doleta.gov/programs/VETs/ for fifteen (15) programs administered by the Employment and Training Administration (ETA). The Planning Guidance (either the Stand-Alone Planning Guidance at 70 FR 19206 (April 12, 2005)) or the Unified Planning Guidance at 70 FR 19222 (April 12, 2005)) and TEGL 13-06 and TEGL 13-06, Change 1, entitled "Instructions for Workforce Investment Act and Wagner-Peyser Act State Planning and Waiver Requests for Years 3 and 4 of the Strategic Five-Year State Plan (PY 2007 and 2008)" required states to describe the policies and strategies in place to ensure, pursuant to the Jobs for Veterans Act, that priority of service is provided to veterans (and certain spouses) who otherwise meet the eligibility requirements for all employment and training programs funded by the U.S. Department of Labor and administered by ETA. In addition, the states were required to provide assurances that they will comply with the Veterans' Priority Provisions established by the Jobs for Veterans Act (38 USC 4215). States are bound by their approved state plans.

180 AMERICANS WITH DISABILITIES ACT

18.1 Both parties to this Agreement shall comply with the Americans' with Disabilities Act of 1990 (P.O. 101-336), and as may be amended.

19.0 COMPLIANCE WITH CIVIL RIGHTS ACT

19.1 Both parties shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 2009-09, which mandates that all persons, regardless of

race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The parties shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services.

20.0 SALARY AND BONUS LIMITATIONS

20.1 In compliance with Public Law 110-161 (and any other applicable appropriation provision), none of the funds appropriated in the Act under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

21.0 FINGERPRINTING

21.1 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:

21.1.1 Personnel who are employed by the Gila-Pinal WIB, 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 DES 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 (7) working days of employment.

21.1.2 The Gila-Pinal WIB shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. The DES may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

21.1.3 Except as provided in A.R.S. §46-141 (as may be amended), this contract may be cancelled or terminated immediately if a person employed by the Gila-Pinal WIB 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.

21.1.4 Personnel who are employed by any Gila-Pinal WIB whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the DES and notarized whether they are awaiting trial on of have ever been convicted of any of the offenses described in A.R.S. §46-141 (as may be amended).

21.1.5 Personnel who are employed by any Gila-Pinal WIB, whether paid or not, and who are required or allowed to provide services directly to juveniles shall on forms provided by the DES 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.

21.1.6 Federally recognized Indian tribes or military bases may submit and the DES 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).

22.0 EMPLOYMENT DISCLAIMER PROVISION

22.1 This Agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind and the rights and obligations of the parties shall be only those expressly set forth in the Agreement.

23.0 CONFIDENTIALITY OF RECORDS

23.1 The awardee shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in it's records or obtained from the State or from others in carrying out its functions under the Master Program Agreement shall be used by or disclosed by it, it's agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State.

24.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

24.1 Due to security and identity protection concerns, direct services under this Agreement 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 Agreement. This provision applies to work performed by subcontractors at all tiers.

25.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

25.1 Funds may not presently be available for performance under this Contract beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the DES at the end of the period for which funds are available

25.2 No liability shall accrue to the DES in the event this provision is exercised, and the DES shall not be obligated or liable for any future payments of for any damages as a result of termination under this paragraph.

26.0 Availability of Funds for the Current State Fiscal Year.

26.1 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:

26.1.1 Reduce payments or units authorized;

26.1.2 Accept a decrease in price offered by Gila-Pinal WIB

26.1.3 Cancel the Contract

26.1.4 Cancel the contract and re-solicit the requirements.

26.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and Gila-Pinal WIB may mutually agree to reduce reimbursement to the Gila-Pinal WIB when the payment type is Fixed Price with Price Adjustment by executing a contract amendment

27.0 Arbitration

27.1 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 (Title 41).

28.0 CANCELLATION FOR CONFLICT OF INTEREST

28.1 Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract without penalty or further obligation, made by the State, its political subdivisions or any department or agency of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, its political subdivisions or any department or agency of either is, at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the matter of the Contract. A cancellation made pursuant to this provision shall be effective when the Gila-Pinal WIB received written notice of the cancellation, unless the notice specifies a later time.

29.0 NON-DISCRIMINATION

29.1 The Gila-Pinal WIB shall comply with Executive Order 2009-09 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 Gila-Pinal WIB shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

30.0 COMPLIANCE WITH APPLICABLE LAW

30.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Gila-Pinal WIB shall maintain all applicable license and permit requirements.

31.0 DATA SHARING AGREEMENT

31.1 If determined by the Department that sharing of confidential data will occur with the Gila-Pinal WIB, the Gila-Pinal WIB shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the DES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Gila-Pinal WIB and each DES Program sharing confidential data.

32.0 INDEMNIFICATION

32.1 Indemnification for Contractor:

32.1.1 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.

33.0 INSURANCE REQUIREMENTS

33.1 **INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:**

33.1.1 None.

34.0 IT 508 COMPLIANCE

34.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-2531 and §2532 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.

35.0 RECORDS AND AUDIT

35.1 Pursuant to A.R.S. §35-214 and §35-215, Contractor shall retain and shall contractually require each sub-contractor to retain all data, books and other records ("Records") relating to this Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by DES at reasonable times. Upon request, Contractor shall produce the original of any or all such Records at no cost.

36.0 RIGHT OF OFFSET

36.1 The ADES 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 Contract, including expenses, costs and damages.

37.0 THIRD- PARTY ANTITRUST VIOLATIONS

37.1 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 contract.

38.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

38.1 By entering into this Agreement, both parties warrant 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. Both parties shall obtain statements from their 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. Both parties and their 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.

38.2 The State may request verification of compliance for any Gila-Pinal WIB or subcontractor performing work under the Contract. Should the State suspect or find that the Gila-Pinal WIB 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 Gila-Pinal WIB. All costs necessary to verify compliance are the responsibility of the Gila-Pinal WIB.

39.0 EXHIBITS

39.1 The following list of exhibits constitutes an integral part of subject Agreement:

39.1.1	Exhibit 1	Resource Sharing Agreement for Location I – Casa Grande
39.1.2	Exhibit 2	Resource Sharing Agreement for Location II - Globe

40.0 Attachments

40.1 The Gila-Pinal WIB shall comply with the attached:

40.1.1	Attachment 1	Procurement Contract Provisions
40.1.2	Attachment 2	Retention and Access Requirements for Records
40.1.3	Attachment 3	Assurances and Certification Signature Page
40.1.4	Attachment 4	Assurances – Non-Construction Programs
40.1.5	Attachment 5	Certification Regarding Debarment, Suspension, and Other Responsibility Matters
40.1.6	Attachment 6	Certification Regarding Lobbying
40.1.7	Attachment 7	Drug-Free Workplace Certification
40.1.8	Attachment 8	Nondiscrimination & Equal Opportunity Assurance
40.1.9	Attachment 9	Certification of Release of Information
40.1.10	Attachment 10	Certificate Regarding Environmental Tobacco Smoke
40.1.11	Attachment 11	Other Administrative Requirements
40.1.12	Attachment 12	OMB Circular A-87 Revised

Casa Grande One-Stop Location

Allocation Basis	Yrly Cost	Mthly Cost	REPAC Amount	WIB Amount	MANPOWER Amount	EMPLOY. SERVICES Amount	VOC REHAB Amount	CAAG Amount	RE-EMPLOY SERVICES Amount	Amount
Offices	$ 39,921.00	$ 3,326.75	$435.75	$ 183.75	$ 168.00	$ 1,118.25	$350.00	$ 735.00	$ 336.00	$ 3,326.75
										$ -
										$ -
Common Areas	$ 76,818.00	$ 6,401.50	$ 838.25	$ 355.25	$ 323.75	$ 2,150.75	$ 673.75	$ 1,414.00	$ 645.75	$ 6,401.50
TOTAL MONTHLY COST		$ 9,728.25	$ 1,274.00	$ 539.00	$ 491.75	$ 3,269.00	$ 1,023.75	$ 2,149.00	$ 981.75	$ 9,728.25
ANNUAL COSTS	**$116,739.00**	**$116,739.00**	**$15,288.00**	**$6,468.00**	**$5,901.00**	**$39,228.00**	**$12,285.00**	**$25,788.00**	**$11,781.00**	**$116,739.00**

THIS SPREADSHEET IS BASED ON TOTAL SQUARE FEET PER CAC

TOTAL SQUARE FEET	**5559**
TOTAL OFFICE SQ FEET	**1830**
COMMON AREA	**3729**

COMMON AREAS ONE-STOP	
RESOURCE ROOM	906
INTERVIEW ROOM	125
INTERVIEW/TESTING	147
TESTING	100
ONE-STOP SERVER	45
UNISEX BATHROOM	71
CONFERENCE ROOM	233
RECEPTION	114
HALLWAYS	1004
STORAGE ROOM	71
TOTAL COMMON AREA	2816

CAC AND ONE-STOP	
RECEPTION	631
CAC SERVER	45
RESTROOM	252
BREAK ROOM	264
HALLWAY	381
RESTROOM	253
TOTAL COMMON AREA	1826

TOTAL CAC & ONE-STOP COMMON AREA	913

TOTAL ONE-STOP CA	**2816**
TOTAL ONE-STOP & CAC	**913**
TOTAL COMMON AREA	**3729**

	DEDICATED SQ FT	% DED SQ FT	C. AREA SQ FT
CAAG	420	22.95%	856
WIB	105	5.74%	214
REPAC	249	13.61%	507
MANPOWER	96	5.25%	196
EMP SER	632	34.54%	1288
RE-EMPLOY	128	6.99%	261
VOC REHAB	200	10.93%	408
TOTAL	1830	100%	3729

Globe One-Stop Location

Shared Resources	Yrly Cost	Mthly Cost	CAP Amount	GEST Amount	WAP/HAP Amount	REPAC Amount	WIB Amount	CAAG Amount	DES Amount
Office Space ($1.10 square ft)	$ 46,620.00	$ 3,885.00	$ 536.00	$ 523.00	$ 858.00	$ 1,287.00	$ 216.00	$ 107.00	$ 358.00
Phones	$ 18,000.00	$ 1,500.00	$ 200.00	$ 200.00	$ 350.00	$ 400.00	$ 50.00	$ 50.00	$ 100.00
Internet Access	$ 10,800.00	$ 900.00	$ 120.00	$ 120.00	$ 210.00	$ 240.00	$ 30.00	$ 30.00	$ 60.00
Copier Maintenance & Supplies	$ 21,600.00	$ 1,800.00	$ 248.40	$ 242.28	$ 397.80	$ 596.70	$ 99.36	$ 49.68	$ 165.78
Receptionist	$ 45,664.00	$ 3,805.33	$ 525.14	$ 512.20	$ 840.98	$ 1,261.47	$ 210.43	$ 104.65	$ 350.47
Janitorial/Security Lighting	$ 10,000.00	$ 833.33	$ 115.00	$ 112.17	$ 184.17	$ 276.25	$ 46.08	$ 22.92	$ 76.75
Fax Line & Supplies	$ 2,000.00	$ 166.67	$ 23.00	$ 22.43	$ 36.83	$ 55.25	$ 9.22	$ 4.58	$ 15.35
Monthly's Costs		$ 12,890.33	$ 1,767.54	$ 1,732.08	$ 2,877.78	$ 4,116.67	$ 661.09	$ 368.83	$ 1,126.35
Annual Costs	$ 154,684.00	$ 154,684.00	$ 21,210.43	$ 20,784.93	$ 34,533.34	$ 49,400.02	$ 7,933.14	$ 4,425.92	$ 13,516.21

TOTAL COMMON AREA	1792
TOTAL OFFICE SPACE	1738
TOTAL	3530

COMMON AREAS ONE STOP			DEDICATED SQ FT.	% DED. SQ. FT.	C. AREA SQ. FT
CONFERENCE ROOM	796	CAAG	48	2.75%	49
RECEPTION	189	WIB	96	5.53%	100
BATHROOM-PUBLIC	62	REPAC	576	33.15%	594
BATHROOM-PRIVATE	170	HAP/WAP	384	22.10%	396
SERVER ROOM	214	GEST	234	13.46%	241
RESOURCE ROOM	321	DES	160	9.21%	165
TELEPHONE ROOM	40	CAP	240	13.80%	247
TOTAL COMMON AREA	**1792**	TOTAL	1738	100.00%	1792

ATTACHMENT 1

ASSURANCES AND CERTIFICATIONS – SIGNATURE PAGE

The Department of Labor will not award a grant or agreement where the grantee/recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. Therefore, Department of Economic Security/Employment Administration cannot award a grant or agreement where the sub-grantee/sub-recipient has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. By signing and returning this signature page, the grantee/recipient is providing the certifications set forth below.

A. **Assurances - Non-Construction Programs (SF 424 B)**

B. **Certification Regarding Debarment and Suspension.. (29 CFR Part 98)**

C. **Certification Regarding Lobbying (29 CFR Part 93)**

D. **Drug Free Workplace Certification (29 CFR Part 98)**

E. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37).**

F. **Certification of Release of Information**

G. **Certification Regarding Environmental Tobacco Smoke**

H. **Other Administrative Requirements**

I. **OMB Circular A-87 Revised**

APPLICANT NAME and LEGAL ADDRESS:

Barbara Valencia
5515 South Apache Avenue, Suite 200
P. O. Box 2778
Globe, Arizona 85502

If there is any reason why one of the assurances or certifications listed cannot be signed, please explain. Gila-Pinal WIB need only submit and return this signature page with the Intergovernmental Service Agreement. All other instructions shall be kept on file by the Gila-Pinal WIB.

Shirley L Dawson — Chairman

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL — TITLE

Gila County — 3/23/10

ORGANIZATION — DATE SUBMITTED

ATTACHMENT 2

29 CFR 97.36 – Procurement - Contract Provisions

(i) Contract provisions. Gila-Pinal WIB's and its sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where Department of Economic Security violates or breaches contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by Gila-Pinal WIB or it's sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled ``Equal Employment Opportunity,'' as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by Gila-Pinal WIB and the Department of Economic Security or sub-grantees)

(4) Compliance with the Copeland ``Anti-Kickback'' Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of $2,000 awarded by Gila-Pinal WIB and sub-grantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Gila-Pinal WIB and sub-grantees in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the Gila-Pinal WIB, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Department of Economic Security which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after Gila-Pinal WIB or sub-grantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of $100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19. 1995]

ATTACHMENT 3

29 CFR 97.42 - Retention and access requirements for records

(a) **Applicability**.

(1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of Gila-Pinal WIB or sub-grantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by Gila-Pinal WIB or sub-grantees. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).

(b) **Length of retention period**.

(1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with Gila-Pinal WIB and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the Gila-Pinal WIB or sub-grantee.

(c) **Starting date of retention period**

(1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the Gila-Pinal WIB or sub-grantee submits to the awarding agency it's single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the Gila-Pinal WIB submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Gila-Pinal WIB submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) Records for income transactions after grant or sub grant support. In some cases Gila-Pinal WIB must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the Gila-Pinal WIB's fiscal year in which the income is earned.

(4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Gila-Pinal WIB) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Gila-Pinal WIB) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) **Substitution of microfilm**. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) **Access to records**

(1) Records of Gila-Pinal WIB and sub-grantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Gila-Pinal WIB and sub-grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) **Restrictions on public access**. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, Gila-Pinal WIB and sub-grantees are not required to permit public access to their records.

ATTACHMENT 4
ASSURANCES NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of Information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §~4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §~1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (C) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §~6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §~523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §~290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §~3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §~1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

ATTACHMENT 4 CONTINUED

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §~276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §~327-333), regarding labor standards for federally-assisted construction sub-agreements.

10 Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §~1451 et seq.); (f) 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 et seq.); (9) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §~1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §~469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §~2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §~4801 at seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

ATTACHMENT 5

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   (b) 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 or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, 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 enumerated in paragraph (1)(b) of this certification; and

   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal or plan.

ATTACHMENT 6

CERTIFICATION REGARDING LOBBYING

Certification of Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 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.

2. 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, an 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract 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 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.

ATTACHMENT 7

DRUG-FREE WORKPLACE CERTIFICATION

The Gila-Pinal WIB, Arizona, dba Gila-Pinal WIB Community & Economic Development Department certifies it will continue to 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 grantee'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 grantee'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 occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:

   A. Abide by the terms of the statement; and
   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 agency in writing, within ten calendar days after receiving notice under subparagraph (4)(B) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(B), with respect to any employee who is so convicted:

   A. Taking appropriate personnel action against such an 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 a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

The Gila-Pinal WIB may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, Gila-Pinal WIB, state, zip code):

_____

_____

_____

_____

Check ( ) if there are workplaces on file that are not identified here.

ATTACHMENT 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One Stop delivery system (See 29 CFR 37.2).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I B financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I B financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

ATTACHMENT 9

CERTIFICATION OF RELEASE OF INFORMATION

This certification is executed with the signing of the certification signature page and submission with the Agreement package.

CERTIFICATION FOR RELEASE OF INFORMATION

Each grantee must indicate the Federal Share of the grant and the percentage of the grant financed by the Federal share. In this regard, the Certificate for Release of Information is cited below for this purpose. The submission of a signed application containing a copy of this Certification for Release of Information, "shall constitute the necessary certification."

CERTIFICATION

"The grantee agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the grant project or program, the grantee shall clearly state (1) the percentage of the total cost of the program or project which will be or is being financed with Federal money, and (2) the dollar amount of Federal funds for the project or program; except when, the project or program is competitive."

As the duly authorized representative of the applicant, I hereby certify by signing the certification signature page that the applicant will comply with the assurance and certifications in Part III of the Solicitation for Grant Applications (SGA).

ATTACHMENT 10

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C:

Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting the certification signature page with this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

ATTACHMENT 11

OTHER ADMINISTRATIVE REQUIREMENTS

In performing its responsibilities under this Agreement, the grantee further certifies and assures that it will fully comply with:

29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and the 29 CFR Part 97 clarifications and exceptions specified below:

29 CFR 97.25 - Program Income.

Gila-Pinal WIB **shall** use the Addition method for computing Program Income. The grantee may deduct those costs incident to generation of program income from gross income to determine net program income provided that such costs were not charged to grant funds under this Agreement.

29 CFR 97.31 – Property

Real property includes both real property acquired under this Agreement and real property transferred to this Agreement from prior agreements.

29 CFR 97.32 - Equipment and 29 CFR 97.33 – Supplies

Equipment and Supplies includes both equipment and supplies acquired under this Agreement and equipment and supplies transferred to this Agreement from prior agreements.

Financial Reporting

29 CFR 97.41 (a) and (b)

These are the general parameters for financial reporting.

29 CFR 97.41 (b)

The Employment and Training Administration (ETA) is implementing a new Office of Management and Budget (OMB) approved quarterly financial reporting form to be used for financial reporting starting with the quarter which will end September 30, 2007. The reporting instructions for the newly approved form will be issued shortly and will require that State grantees use the ETA Web-based reporting system for the filing of quarterly financial status reports. A separate report must be completed each quarter for each funding source (See Fund Type) provided under this Agreement until such time as such funds for a given year have been expended or expired (i.e., expired due to statutory provision or expired due to terms of a specific grant/plan, as applicable). The software provided to grantees by the grantor agency will contain a menu listing all funding source reporting options to assist the grantees in full reporting coverage.

29 CFR 97.41 (b) (2)

This requires Gila-Pinal WIB to report program outlays (expenditures) on an accrual basis.

29 CFR 97.41 (c) (1)

The grantee is exempted from the requirement to submit the SF-272, Federal Cash Transactions Report, and the SF-272a, Federal Cash Transactions Report, continuation sheet, provided that the grantee files the SF- 272 (e) electronic report in accordance with the HHS Payment Management System requirements.

ATTACHMENT 12

OMB Circular A-87 Revised

Cost Principles for State and Local Governments and the provisions and exceptions specified below:

For those selected items of cost requiring prior approval, the authority to grant or deny approval is delegated to the State for programs funded under this Agreement except that the Secretary reserves the right to require transfer of title on nonexpendable Automated Data Processing Equipment in accordance with the provisions at 29 CFR 97.32 (g). **Pursuant to 20 CFR 652.8(d)(2),** the Secretary reserves the right to exercise prior approval authority in other areas, after providing advance notice to the State. **Accordingly, capital expenditures for real property are allowable as a direct cost only if approved by the Secretary (Grantor).**

For personnel benefit costs charged to Wagner-Peyser Act funds on behalf of Employment Service (ES) employees who are members of fringe benefit plans which do not meet the requirements of OMB Circular A-87, Attachment B, Item 11, the costs of employer contributions or expenses incurred for ES fringe benefit plans are allowable as an addition to OMB Circular A-87, provided that:

(i) For retirement plans: (A) all covered employees joined the plan before October 1, 1983; (B) the plan is authorized by State law; (C) the plan was previously approved by the Secretary; (D) the plan is insured by a private carrier which is licensed to operate this type of plan in the applicable State; and (E) any dividends or similar credits because of participation in the plan are credited against the next premium falling due under the contract;

(ii) For all ES fringe benefit plans other than retirement plans, if the Secretary granted a time extension after October 1, 1983, to the existing approval of such a plan, costs of the plan are allowable until such time as the plan is comparable in cost and benefits to fringe benefit plans available to other similarly employed ES employees. At such time as the cost and benefits of an approved fringe benefit plan are equivalent to the cost and benefits of plans available to other similarly employed ES employees, the time extension will cease and the cited requirements of OMB Circular A-87 will apply; and

(iii) For retirement plans and all other fringe benefit plans covered in (i) and (ii) of this paragraph, any additional costs resulting from improvements of the plans made after October 1, 1983, are not chargeable to funds under this Agreement.

29 CFR PART 96 and 99 (Audit Requirements)

These requirements apply as supplemented by the Wagner-Peyser Act regulations at 20 CFR 652.8(f).

ATTACHMENT 13

WIA Title 1B Fraud and Abuse Policy of the Workforce Investment Act

POLICY: WIA regulations require that incidents of fraud, waste, abuse or other criminal activity be reported through the incident reporting to the Department of Labor, Office of Inspector General. All Staff and contracted service providers, in accordance with Federal regulation shall include a system of internal controls which ensure resource use is consistent with laws, regulations and policies; are safe guarded against waste, loss and gross mismanagement of funds; are alerted to the potential of fraud. Abuse and/or criminal acts in the WIA programs through conflict of interest, falsification of records or reports and misappropriation of funds or other assets; an lastly, be aware of obligations to report such activities.

PROCEDURES: Reporting of Fraud & Abuse: Information and complaints involving criminal fraud, waste, abuse or other criminal activity by a LWIA or staff must be reported immediately. Reports are made through the Department's Incident Reporting System to the DOL Office of Inspector General (OIG), Office of Investigations, Room S5514, 200 Constitution Avenue NW, Washington, D.C. 20210, or to the corresponding Regional Inspector General for Investigations, with a copy simultaneously provided to the Arizona State Attorney General's Office. **The OIG/DOL Hotline number is 1-800-347-3756.** Email notifications can be made to the Office of Inspector General (OIG) at www.oig.dol./hotnet1.htm, or, by FAX to 202-693-5210.

All grantees/Gila-Pinal WIBs staff or employees with allegations of fraud, waste, or abuse, should be advised to contact OIG directly, particularly if they want to protect their anonymity. The U.S. Department of Labor (DOL) and its divisions enforce laws that directly protect whistle blowers or have provisions to shield employees from retaliation, for reporting violations of the laws, refusing to engage in any action made unlawful by the laws, or participating in any proceedings under the laws.

Questions about or complaints alleging a violation of the nondiscrimination provisions of WIA section 188 may be directed or mailed to the Director, Civil Rights Center, U.S. Department of Labor, Room N4123, 200 Constitution Avenue NW, Washington DC 20210 for processing.

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. § 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-1560 **Consent Agenda Item 5- F**

Regular BOS Meeting

Meeting Date: 12/04/2012

Submitted For:	Joe Mendoza, Chief Building Official	Submitted By:	Beverly Valenzuela, Executive Administrative Assistant, Community Development Division
Department:	Community Development Division	Division:	Community Development Administration

Information

Request/Subject

Gila County Building Safety Advisory and Appeals Board Appointment of Clint Miller

Background Information

Richard Franco resigned from the Gila County Building Safety Advisory and Appeals Board on June 25, 2012. After much discussion and a search for a qualified person willing to serve, Mr. Clint Miller, a registered architect, has offered to fill Mr. Franco's unexpired term of office through December 31, 2012.

Evaluation

ARS 11-862 and the Gila County Building Code Ordinance require that the Advisory Board consist of members who are Gila County residents with experience in certain categories. One of the categories described is an architect duly licensed in the State of Arizona. Mr. Miller is an architect registered/licensed in Arizona with a home in Pine. The Building Code Ordinance requires that an appointment made to fill an unexpired term be made for the remainder of that unexpired term. Mr. Franco's term would have expired on December 31, 2013. Mr. Miller is qualified and willing to complete Mr. Franco's unexpired term as a member of the Advisory and Appeals Board.

Conclusion

Mr. Miller meets the requirements to be a member of the Gila County Building Safety Advisory and Appeals Board.

Recommendation

The Community Development Division Director recommends that the Board of Supervisors appoint Mr. Miller to fill the vacancy on the Gila County Building Safety Advisory and Appeals Board which expires December 31, 2013.

Suggested Motion

Approval to appoint Clint Miller to fill the unexpired term of office for Richard Franco on the Gila County Building Safety Advisory and Appeals Board, of which the term will expire on December 31, 2013.

Attachments

Proposed GC Building Safety Advisory and Appeals Board Membership for 12-4-12

ARS 11-862

GILA COUNTY BUILDING SAFETY ADVISORY AND APPEALS BOARD

(Proposed to BOS on 12/4/12 and if approved, the list will be as follows)

NAME OF MEMBER *This Board was created on 10/23/07 and these members were appointed on 3/4/08.	TYPE OF APPOINTMENT Mark with A, B, C, D or E – see below	NEW APPOINTMENT OR REAPPOINTMENT (Include BOS approval date next to letter) New Appointment: Choose "A" or "B" A -for existing vacancy or B -to fill a vacancy created by (provide name) or Reappointment: Mark with a "C" and include number of years served prior to most recent appointment		DATES OF TERM (Put the month, day and year both beginning & ending dates)	LENGTH OF TERM (# of years)
Perry Schall – Plumber	D	B (05/22/12)	(Bernie Lieder)	05/22/12-12/31/13	1 year, 7 months
~~Richard Franco-Home Inspector~~	~~D~~	~~C (11/17/09)~~	~~1 year 9 months~~	~~01/01/10-12/31/13~~ Resigned 6/25/12	~~4~~
Clint Miller – Architect	D	B (12/04/12)	(Richard Franco)	12/04/12-12/31/13	13 months
Mike Hanich-Architectural Draftsman	D	C (01/24/12)	3 years 9 months	01/01/12-12/31/15	4
Peter Havens-Electrician	D	C (04/21/09)	9 months	01/01/09-12/31/12	4
John Marcanti-Electrician/HVAC Contractor	D	C (03/15/11)	2 years 9 months	01/01/11-12/31/14	4
Bob O'Connor-HVAC Contractor	D	C (03/15/11)	2 years, 9 months	01/01/11-12/31/14	4
Pete Oddonetto-General Contractor	D	C (01/24/12)	3 years 9 months	01/01/12-12/31/15	4

Appointment Designation Definitions:

A) Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

B) Supervisor Appointment: Member unrestricted by district.

C) Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D) County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E) Alternate Members: As defined by individual committee criteria.

ARS TITLE PAGE NEXT DOCUMENT PREVIOUS DOCUMENT

11-862. Advisory board; appointment; terms; duties

A. Any code adopted pursuant to this article shall contain a provision for an advisory board consisting of at least five members in order to determine the suitability of alternative materials and construction and to permit interpretations of the provisions of such code. The advisory board shall consist of at least five but not more than seven members and shall include at least members from the following categories, to the extent the persons meeting the qualifications are available within the county and are residents of such county:

1. An architect duly licensed in the state of Arizona.
2. A professional engineer duly licensed in the state of Arizona.
3. A general contractor duly licensed in the state of Arizona.
4. A person representing the public and a resident of the county.
5. A person engaged in the electrical, mechanical or plumbing trade.

B. If the advisory board consists of more than five members, the additional members may be engaged in the construction and design industry.

C. The county official charged with the enforcement of the code shall serve, without vote, as an ex officio member of the board and shall act as secretary.

D. Each appointee shall have substantial experience in the field covered by the particular code. Except as provided in subsection F of this section, members of the advisory board shall be appointed by the board of supervisors. Members shall be appointed for a term of four years, staggered so that at least one but no more than two terms expire each year. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.

E. The functions and duties of the advisory board may be specified by regulation by the board of supervisors.

F. If the county and a city or town contract to provide for enforcement of codes pursuant to section 11-863, by intergovernmental agreement pursuant to chapter 7, article 3 of this title, the manner in which appointments are made to the advisory board may be specified in the agreement.

A letter of Certification (duplicate certification) may be for other than the original issue.

4. Certificate of Fitness (for hazards and safety). A document issued by the Building Officials authorizing by permit to maintain, store or handle materials or to conduct processes, which produce conditions hazardous to life and property or to install equipment used in connection with such activities in accordance with the provision of this Ordinance. It shall not be transferable and any change in use or occupancy of premises shall require a new permit.

   May be used when new construction "fitness" is a change of use and occupancy.

I. Building Safety Department

The Building Safety Department shall administer this Ordinance. The official in charge thereof shall be known as the Chief Building Official of Gila County.

J. Administrative Provisions

The administrative rules for administering this Ordinance, are as noted in the respective codes or as otherwise hereinafter provided.

Nothing contained in this Ordinance shall prevent, restrict or otherwise regulate the use or occupation of land or improvements for railroad, mining, metallurgical, grazing or general agricultural purposes, if the tract concerned is five or more contiguous commercial acres.

K. For the purpose of this Ordinance, the following definitions shall apply:

Plot Plan – a plat showing the property size and shape with the location of the building or buildings shown. Required yard setback from front, back and side property lines shall be shown, in addition to required distances between buildings, and location of approved sanitary system.

Plans and Specifications – simple buildings (i.e., cabanas, trailer covers, sheds, barns, and additions to dwellings from 145 to 1,000 square feet) a drawing with data showing floor plan, at least two elevations and sufficient information to allow the plan check officer to determine if the building will meet Code standards.

SECTION 4. ADVISORY AND APPEALS BOARD

A. Authority and Purpose

1. Pursuant to Arizona Revised Statutes, Title 11, Chapter 6, Article 3, § 11-862 there shall be and is hereby created the Building Safety Advisory and Appeals

Board. Whenever the terms "Board", "Advisory Board", "Board of Appeals" or "Advisory and Appeals Board" appear in the Building Code or the Building Code Ordinance, they shall mean the Building Safety Advisory and Appeals Board.

2. This Advisory and Appeals Board is established to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods.

3. The Advisory and Appeals Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.

4. The functions, duties and rules of procedure for conducting the business of the Advisory and Appeals Board shall be as specified in this section.

B. Members and Qualifications

1. The Advisory and Appeals Board shall consist of seven (7) members appointed by and serving at the pleasure of the Board of Supervisors. Initial appointments shall be made as follows:
   a. Two members shall be appointed to four year terms.
   b. Two members shall be appointed for three year terms.
   c. Two members shall be appointed for two year terms.
   d. One member shall be appointed to a one year term.

   Thereafter, members shall be appointed for a term of four (4) years, staggered so that at least one but not more than two terms expire each year.

   The Building Official shall serve as a non-voting ex officio member of the Board and shall act as secretary to the Board.

2. Members of the Advisory and Appeals Board must be residents of Gila County but cannot be employees of Gila County government. This Board shall include members from the following categories to the extent that persons meeting the qualifications are available and willing to serve:
   1. An architect duly licensed in the state of Arizona.
   2. A professional engineer duly licensed in the state of Arizona.
   3. A general contractor duly licensed in the state of Arizona
   4. A person representing the public
   5. A person engaged in the electrical, mechanical or plumbing trade.

3. Each member of this Board shall have substantial experience in at least one of the fields covered by the Building Code and must be qualified by experience and training to decide on matters pertaining to building construction.

4. Members of this Board shall serve without compensation except for reimbursement of expenses as approved by the Board of Supervisors. This Board

shall not be empowered to incur debts, nor make any purchases nor enter into any contracts or agreements binding Gila County.

C. Vacancies

1. A vacancy shall be filled in the same manner in which original appointments are made. An appointment made to fill an unexpired term shall be made for the remainder of that unexpired term only.

2. Board members may resign from their appointed position at any time for any reason. However, a thirty (30) day written notice of resignation should be provided to the Secretary of the Board.

3. The Board of Supervisors may remove any member who is absent from more than three (3) consecutive Board meetings or 50% or more of all Board meetings held during any one calendar year or for other due cause as determined by the Board of Supervisors. Written notice of removal shall be delivered to the member being removed and a copy shall be furnished to the Secretary of the Board who will provide the Chairman of the Board with a copy.

4. Members shall give advance notice of any anticipated absence to the Secretary of the Board to allow the Secretary to assure the presence of a quorum.

D. Duties of the Board

1. The Board shall hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of the Building Code and to determine the suitability of alternative materials and construction methods. The Board shall also provide technical advice to the Building Official to assist in the formation and adoption of revisions or amendments to the Building Code and the Building Code Ordinance.

2. The Board shall elect from its members a Chairman and Vice-Chairman by majority vote of the members at the first meeting of each calendar year to serve for a term of one calendar year.

3. Legal Counsel shall be provided by the Gila County Attorney or a Deputy County Attorney.

4. The Chairman shall preside at all meetings, shall conduct all hearings, and shall exercise and perform such other duties as may be required or assigned by the Board. The Chairman shall rule on procedure or on order of presentation at all Board meetings or hearings.

5. In the absence of the Chairman, the Vice-Chairman shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.

6. In the absence of both the Chairman and the Vice-Chairman, a Chairman pro-tempore shall be elected by majority vote from among the members present. In the absence of the Chairman and the Vice-Chairman, the Chairman pro-tempore shall assume the duties of the Chairman and, when so acting, has the same powers and is subject to the same restrictions as the Chairman.

7. All members present at a hearing or meeting of the Board shall vote unless abstaining due to a conflict of interest. In the event of a tie, the Chairman shall call for an additional or amended motion in an attempt to resolve the tie. If the tie cannot be resolved, the vote shall be reflected in the minutes.

8. Any member of the Board who has a conflict of interest in any matter brought before the Board shall make known such interest in the record of the proceeding and shall refrain from voting upon or otherwise participating in the deliberations and decisions regarding such matter.

9. The Secretary of the Board shall keep or cause to be kept minutes of the proceedings of the Board and shall provide an agenda to each Board member prior to the time set for any Board hearing or meeting.

10. The Secretary of the Board shall be custodian of the records of the Board.

E. Hearings and Meetings

1. The Board shall meet at the call of the Chairman or at the request of the Building Official but at least two times in any calendar year.

2. All Board meetings and hearings are subject to the Arizona Open Meeting Law and shall be conducted per Robert's Rules of Order. However, the Board has the option of waiving any portion of those rules that they choose.

3. Notice of the date, time and place of any regular or special meeting or hearing of the Board, including an agenda of the matters to be addressed, shall be given at least seven (7) days prior to the meeting by posting notice to the general public.

4. The Board may approve, approve with conditions and/or stipulations, deny or continue any issue brought before them.

5. The Board shall be the judge of the qualifications of a person appearing as an expert witness. The Board shall determine the extent of consideration to be given to the testimony or evidence presented by a person appearing as an expert witness.

6. During any hearing or meeting of the Board, The Building Official may be called upon to clarify the Code requirement(s) and/or support the position of the

Building Safety Department on any particular order, decision or determination currently held or being enforced.

F. Quorum and Voting

1. Four members constitute a quorum. If a quorum cannot be obtained, the meeting shall be rescheduled.

2. Any vote of the Board shall be recorded in the minutes. If the vote is not unanimous, each member's vote will be recorded individually.

3. An approval of a motion shall be accomplished by an affirmative vote of a majority of members present. The motion is then considered to have carried or been passed.

4. Any motion that fails to obtain a majority vote of the members present shall be considered a denial of the motion. The motion is considered to have failed or been denied.

5. The Board may reconsider a motion which has passed if a member who voted in favor of the original motion makes a motion to reconsider within the same meeting and the motion to reconsider passes.

G. Appeals

1. Any person(s) may initiate an appeal of an order, decision, or determination made by the Building Official relative to the application and interpretation of the Building Code. A Notice of Appeal must be filed within thirty (30) days after receipt of such an order, decision, or determination. The Board may refuse to grant a hearing of any case in which the appellant requests a waiver of any provision of the Building Code.

2. A Notice of Appeal must be filed with the secretary of the Advisory and Appeals Board specifying the reasons and circumstances for the appeal. Appeals of orders, decisions, or determinations made by the Building Official relative to the applications and interpretation of the Building Code shall be made in writing and shall be directed to a specific order, decision or determination of the Building Official. The Board shall limit their consideration of the appeal to that specific order, decision or determination.

3. The Secretary of the Board shall furnish copies of all records pertaining to the appeal to each member of the Board. Appeals must be based on a claim that the true intent of the code or adopted rules has been incorrectly interpreted, that the provisions of the code do not apply or that the proposed form or method of construction is equal to or better than required by Code. A self-imposed or financial hardship does not constitute grounds for an appeal. The appellant must bear the cost of any tests or research required to substantiate appellant's claim(s).

4. The Advisory and Appeals Board shall hold a public hearing for an appeal within fifteen (15) days of receipt of the Notice of Appeal. Public notice of the hearing shall be posted (7) days prior to the hearing date. An appeal stays all proceedings against the appellant in the matter appealed, unless the Building Official notifies the Board in writing that, in the Building Official's opinion, a stay creates imminent danger to life or property. Under these circumstances, proceedings shall not be stayed except by court order or by determination of the Advisory and Appeals Board as a result of a properly noticed public meeting specifically called for that purpose.

5. If the appellant fails to appear at a hearing, the Board may choose to continue the hearing to a later date at which the appellant can be present.

6. In any hearing for appeal, the Building Official may be called upon to clarify the Code requirement(s) and/or to support the position of the Building Safety Department on the particular order, decision or determination being appealed.

7. The Advisory and Appeals Board shall make a decision within fifteen (15) days of the date of the meeting called to decide the appeal. A decision in favor of the appellant shall be in the form of a written directive to the Building Official to carry out the decision of the Board subject to any conditions and/or stipulations required by the Board. In any case where the Board denies an appeal, the Board reserves the right to refuse to consider another appeal on the same subject matter and like circumstances for one year from the date of the hearing in question.

8. Appeals will be heard at special meetings called and noticed pursuant to the requirements of this section. Hearing dates will be scheduled to allow for noticing and posting requirements to be met.

9. In their written request for a hearing, appellants shall disclose any evidence, witness(es) or testimony, other than their own, that they intend to present at the hearing. Failure to disclose may be cause for the Board to delay the presentation of such evidence, witness(es) or testimony.

10. The Board may request that the County Attorney or Deputy County Attorney be present at appeal hearings. In their written request for a hearing, appellants shall disclose their intent to be represented by an attorney. The Board may choose to continue a hearing where an appellant is represented by an attorney and, for whatever reason, the County Attorney or Deputy County Attorney is unable to appear on behalf of the Board.

11. Findings and decisions of the Advisory and Appeals Board shall be binding upon the Building Official and the appealing party subject to appeal to the Board of Supervisors. Only the appellant or the Building Official may appeal a decision of the Board to the Board of Supervisors. All findings, decisions and rulings made by the Board shall be reported in writing to the Board of Supervisors.

H. Limitation of Authority

The Advisory and Appeals Board shall have no authority relative to interpretation of the administrative provisions of the Building Code nor shall the Board be empowered to waive requirements of the Building Code.

SECTION 5. CONTINUITY

The International Code Council and other organizations identified in Section 1 of this Ordinance publish the books that constitute the Building Code and periodically issue supplements and amendments. In order that this Ordinance maintains its continuity, it shall be the responsibility of the Building Official to insure that all such supplements and amendments to the codes are properly implemented.

SECTION 6. ADMINISTRATION

All department officials and public employees of the County of Gila, vested with the duty or authority to issue permits or licenses, shall comply with the provisions of this Ordinance and shall issue no permit or license for any use, building or purpose in conflict with the provisions of this Ordinance. Any permit or license so issued in conflict with the provisions of this Ordinance shall be null and void and of no effect whatsoever.

Filing Plans. Every application for a building permit shall be accompanied by two copies of plans and specifications. Plans shall include plot plans. One copy of such accepted plans shall be returned to the owner when plans are approved by the Building Official.

Plans and Specifications. With each application for a building permit and also when otherwise required by the Building Official for enforcement of any provision of this Ordinance, two (2) sets of specifications and plans shall be submitted. The Building Official may, where the complexity of the plans clearly warrant (that is, any building requiring engineering computations i.e., public buildings, etc.), require plans and specifications to be prepared and designed by an engineer or architect licensed by the State to practice as such. The Building Official may further require that plans for new construction indicate existing and finished grade elevations based on County data with existing and finished drainage flow patterns in areas subject to flooding.

One copy of submitted plans shall be returned to the applicant when approved. Approval shall normally be received within ten (10) working days after submission. If there is any delay beyond fifteen (15) days, a letter of explanation shall be sent to the applicant.

ARF-1554 **5- G**

Regular BOS Meeting

Meeting Date: 12/04/2012

Reporting Period: Globe Regional Justice of the Peace Report for October 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 October 2012

Suggested Motion

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

Attachments

Globe Regional Justice Court Report for 10/12

GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

OCTOBER, 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	$ 14.15	$ 0.71	$ 13.44
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 912.72	$ 45.64	$ 867.08
Domestic Violence Shelter Fund	ZDVSF		STATE	$ -	$ -	$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 3,724.07		$ 3,724.07
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 2,554.53		$ 2,554.53
Game and Fish - Wildlife	ZGF		STATE	$ 44.60	$ 2.23	$ 42.37
Extra DUI Assessment $500	ZGFDU		STATE	$ 1,730.11	$ 86.51	$ 1,643.60
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ 26.49	$ 1.33	$ 25.16
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 11.76	$ 0.59	$ 11.17
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Public Safety Equipment Fund	ZPSEF		STATE	$ -	$ -	$ -
Alternative Dispute Resolution	ZADR		T848-2061	$ 49.42	$ 2.48	$ 46.94
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ 33.02	$ 1.66	$ 31.36
Confidential Address Assessment - State Treasurer	ZCAA1	1005.311.3360.85		$ -	$ -	$ -
Confidential Address Assessment - Local	ZCAA2	1005.311.3800.30		$ -	$ -	$ -
Citizens Clean Elections	ZCEF		T888-2061	$ 1,902.68		$ 1,902.68
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 9,260.31	$ 463.02	$ 8,797.29
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 560.00	$ 28.00	$ 532.00
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 1,057.75	$ 52.89	$ 1,004.86
DUI Abatement	ZDUIA		T889-2061	$ 25.00	$ 1.25	$ 23.75
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 369.26	$ 18.47	$ 350.79
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 20.63	$ 1.04	$ 19.59
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 1,069.65	$ 53.49	$ 1,016.16
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 18,718.44	$ 935.93	$ 17,782.51
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,327.25	$ 66.37	$ 1,260.88
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ 1,483.14	$ 74.16	$ 1,408.98
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	$ 829.29		$ 829.29
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 164.27	$ 8.22	$ 156.05
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 1,545.81		$ 1,545.81
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 375.97	$ 18.80	$ 357.17
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 2,890.29		$ 2,890.29
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 187.80	$ 9.39	$ 178.41
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3360.50	X182-4620	$ 199.84		$ 199.84
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 133.22		$ 133.22
County Attorney Bad Check Program	ZLCL7	3545.301-3360.50	X183-4620	$ 364.39	$ 18.22	$ 346.17
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 384.43	$ 19.23	$ 365.20
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 2,549.44	$ 127.48	$ 2,421.96
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	$ 2,222.16	$ 111.11	$ 2,111.05
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	$ 277.82	$ 13.90	$ 263.92
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	$ 42.10	$ 2.11	$ 39.99
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	$ 41.24	$ 2.07	$ 39.17
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	$ 1,010.49	$ 50.53	$ 959.96
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	$ 4.00	$ 0.20	$ 3.80
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	$ 11.52	$ 0.58	$ 10.94
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	$ 1.24	$ 0.07	$ 1.17
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	$ 0.53	$ 0.03	$ 0.50
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 12.73	$ 0.64	$ 12.09
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 136.10	$ 6.81	$ 129.29
Prison Construction Fund	ZPCOF		T908-2061	$ 2,762.15	$ 138.11	$ 2,624.04
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 196.03	$ 9.80	$ 186.23
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 5,949.18	$ 297.46	$ 5,651.72
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 132.13	$ 6.61	$ 125.52
Public Defender Fees	ZPUBZ	1005.345-3350.00	X105-4429	$ 237.97		$ 237.97
Reimbursement to County Attorney 60%	ZREIM	3544.301.3360.50	X182-4620	$ 2,882.15		$ 2,882.15
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 1,921.43		$ 1,921.43
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
State Highway Fund	ZSHWY		T855-2061	$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2013

OCTOBER, 2012 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ 250.00	$ 12.50	$ 237.50
Technical Registration Fund ($15 Drug Offenses)	ZTECH			$ -	$ -	$ -
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ 9.00	$ 0.45	$ 8.55
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ 2.28	$ 0.12	$ 2.16
TOTALS				$ 72,621.98	$ 2,690.21	$ 69,931.77
				TOTAL ADJUSTED BALANCE VERIFICATION		$ 69,931.77
				TOTAL RESTITUTION RECEIVED		$ 1,664.50
				TOTAL RECEIPTS THIS MONTH		$ 74,286.48

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
11/5/2012	6897	$ 8,881.42	ARIZONA STATE TREASURER
11/5/2012	6898	$ 63,729.85	GILA COUNTY TREASURER
11/5/2012	6899	$ 8.55	GILA COUNTY SHERIFF D.A.R.E.
11/5/2012	6900	$ 2.16	CITY POLICE SUSPENDED PLATES
		$ 72,621.98	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, to the best of my knowledge and belief, collected by me for the month of OCTOBER, 2012.

Justice of the Peace

Subscribed and Sworn to before me this 5th day of November, 2012.

Notary Public

My Commission Expires: 12-12-2015

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: October, 2012

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$ 7,364.15**
RECEIVED DURING THE MONTH	**$ 9,500.93**
DISBURSED DURING THE MONTH	**$12,797.10**
BALANCE AT THE END OF THE MONTH	**$ 4,067.98**

Justice of the Peace

Court Manager/Financial Clerk

*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-1557 **5- H**

Regular BOS Meeting

Meeting Date: 12/04/2012

Reporting Period: Payson Regional Constable Monthly Report for October 2012

Submitted For: Colt White

Submitted By: Michelle Keegan, Administrative Clerk Senior, Constable - Payson

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Information

Subject

Payson Regional Constable Monthly Report for October 2012

Suggested Motion

Approval of the October 2012 monthly activity report submitted by the Payson Regional Constable.

Attachments

Payson Regional Constable's Office Monthly Report for October 2012

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

October 2012
MONTHLY REPORT

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MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

SERVICE SUMMARY REPORT

LOG OF FEES

LOG OF NON-FEES

MILEAGE CHART

TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

David Vaughn
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

November 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 **October, 2012**, the Payson Regional Constable's Office:

- Received a total of **164** papers for service
- Drove a total of **1,629** miles
- Collected a total of **$1,316.00** as follows:

Check Total	$719.00
Cash Total	$597.00
Total Deposited	$1,316.00
Less Writ Fee (3 @ $5.00/each) Collected (Check #2297/Treasurer's Receipt #98343)	($ 15.00)
Paid to General Fund (Check #2298/Treasurer's Receipt #98344)	$1,301.00
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	**$2,176.00**

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS COMPARISONS
MONTHLY TOTALS BY FISCAL YEAR 2011-2012 & 2012-2013

2011-2012 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	2012-2013 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED
JULY	133	1,193	$2,708.00	JULY	136	1,765	$1,721.60
AUGUST	159	1,886	$2,193.28	AUGUST	124	2,046	$1,634.65
SEPTEMBER	217	1,805	$2,410.45	SEPTEMBER	161	1,984	$1,735.30
OCTOBER	166	1,766	$2,668.20	OCTOBER	164	1,629	$1,316.00
NOVEMBER	148	2,183	$2,018.40	NOVEMBER			
DECEMBER	170	2,330	$2,100.70	DECEMBER			
JANUARY	166	2,335	$2,746.10	JANUARY			
FEBRUARY	107	1,704	$1,674.50	FEBRUARY			
MARCH	142	1,680	$1,539.70	MARCH			
APRIL	142	1,750	$2,545.05	APRIL			
MAY	130	1,766	$1,803.05	MAY			
JUNE	95	1,132	$1,076.00	JUNE			
RUNNING COMPARISON TOTAL	675	6,650	$9,979.93	RUNNING COMPARISON TOTAL	585	7,424	$6,407.55
				Difference	-90	774	-$3,572.38
YEAR TOTAL:	1,775	21,530	$25,483.43	YEAR TOTAL:	585	7,424	$6,407.55

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				OCTOBER	2012
DATE	CHECK# / RECEIPT#	AMOUNT	CASE #	PLAINTIFF	DEFENDANT
10/1/2012	484110	$40.00	2012CV000717	Lupe Montalvo	Jerry Cobos
10/3/2012	484111/2945	$56.00	GC-2012-00079	Mohave Estate Mangagement Office, Rashiel Salem, Principal	Doris Ward
10/4/2012	484112/4905	$46.00	2012CV742-FD	Ponderosa Glen Mobile Home Park	Cale Garrels & Brittany Corso
10/5/2012	484113	$46.00	2012CV748-FD	Daniel Taft	Paul & Heather Faser
10/8/2012	484114	$40.00	2012CV000749	Patricia Steely	Kent Echols
10/9/2012	484115/140	$46.00	2012CV752-FD	Jane Evans	Jacqueline Turlukis
10/9/2012	484116/6462	$69.00	CC2012062351	Maximum Title Loans, LLC	Norberto Loya
10/12/2012	484117	$40.00	2012CV759OV	Jeremiah & Julie Baldizan	Rick Korth
10/15/2012	484118/3671	$40.00	CC2012153213-RC	US Collections West, Inc. (AAA Landlord Services)	Craig McClanahan/Jane Doe McClanahan
10/16/2012	484119	$69.00	CV2011-329	Butch & Marlene Klaseen	Andrew Kofile & Cynthia Kofile
10/16/2012	484120/3286	$40.00	CV201200241	Pyod Llc (JJL Process Corp)	James Wood John/Jane Doe Wood (if married)
10/16/2012	484121	$0.00	VOID	VOID	VOID
10/16/2012	484122/3287	$40.00	CV201200242	Discover Bank (JJL Process Corp)	Kristy Ulmer & John/Jane Doe Ulmer (if married)
10/16/2012	484123/3295	$40.00	2012CV711-UN	Portfolio Recovery Associates, LLC (JJL Process Corp)	Jamie Kennedy & John/Jane Doe Kennedy (if married)
10/16/2012	484124/3296	$40.00	2012CV710-OV	LVNV Funding, LLC (JJL Process Corp)	Lisa A Bland John/Jane Doe Bland (if married)
10/16/2012	484125	$40.00	2012CV000769	William Peoples	Chelsea Kane
10/17/2012	484126	$46.00	2012CV771FD	Payson Community Kids	Sean Moore
10/19/2012	484127	$40.00	2012CV773SC	Sally Matthews	Ned Barnett
10/19/2012	484128	$20.00	2012CV403IH	Barbara Trowbridge	April Campbell
10/19/2012	484129	$40.00	2012CV748-FD	Daniel Taft	Paul & Heather Faser
10/22/2012	484130/511503	$40.00	2012CV765-UN	Canyon State Credit Union (Gust Rosenfeld)	James Andrew Hansen and Jane Doe Hansen
10/22/2012	484131/3881	$69.00	2010CV394	Easy Loans Corporation (AAA Landlord Services)	Faith A Hannar
10/22/2012	484132	$40.00	2011CV384-FD	Ted Olsen	Sean and Susan Hammock
10/23/2012	484133/3875	$29.00	CV2012-0224	Portfolio Recovery Associates, LLC (JJL Process Corp)	Robert Brickman John/Jane Doe Brickman aka Vicki Brickman
10/23/2012	484134/3874	$4.00	2012CV622-UN	Capital One Bank (USA), N.A. (JJL Process Corp)	Diana Childers John/Jane Doe Childers (if Married)
10/24/2012	484135/0602610 605	$40.00	FN2009-001715	Pamela J Barnett (Fetters)	Danny R Fetters
10/25/2012	484136	$96.00	2012CV000783	Rita Dean	Don Wiggins
10/26/2012	484137	$40.00	2012CV000779	Gary Pavis	Andre Geldarski
10/30/2012	484138/42507	$46.00	2012CV796-FD	Sherwood Forest Mobile Home Park (Williams, Zinman & Parham P.C.)	Alice Holewinski George Holewinski John/Jane Does I-X

10/31/2012	484139/1153	$74.00	DO201200330	Cynthia Marie Nell-Williams	James Edward Williams
	Total deposit for October 2012	$1,316.00			
	Writ Fees Collected for October 2012 11/1/2012 ck#2302	$15.00			
	Adjusted Service Fees Collected for October 2012 11/1/2012 ck#2303	$1,301.00			

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

10/1/2012 TO 10/31/2012

Number of Cases	Description
3	Injunction Against Harassment (Fee Waived By Ct) (Fee)
5	Injunction Against Harassment (Fee)
1	Injunction Against Harassment-Amended Order (Fee waived by Court) (Fee)
2	Notice & Summons (Fee)
1	Order To Appear For Supplemental Proceedings (Fee)
1	Petition In Support Of Supplemental Proceedings And Order (Fee)
1	Petition to Stop Income Withholding Order (Fee)
3	Summons & Complaint (Fee)
4	Summons & Complaint Contract (Fee)
1	Summons & Complaint for Dissolution of Marriage (Fee)
5	Summons & Complaint-Forcible Detainer (Fee)
3	Writ Of Garnishment (Earnings) & Summons (Fee)
1	Hearing Order
1	Notice of Violation-Request For Voluntary Compliance
19	Notice To Appear; Petition

GENERAL CERTIFICATE of SERVICE

SERVICE SUMMARY REPORT - by DATE SERVED

10/1/2012 TO 10/31/2012

Number of Cases	Description
17	Order Of Protection
3	Order To Show Cause
88	Subpoena
5	Summons & Complaint

Total Number of Fee Services	30
Total Number of Non Fee Services	134
Total Number of Services	164

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ITEMIZED SERVICES by DATE RECEIVED for TREASURER

10/1/2012 TO 10/31/2012

Date: 11/1/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/1/2012	10/1/2012	2012CV000717	Lupe Montalvo	Jerry Cobos	Jerry Cobos	$40.00	484110	Payson Regional Justice Court	0
		Injunction Against Harassment	Jerry Cobos	905 S McLane #10 Payson, AZ 85541	905 S McLane #10 Payson, AZ 85541	$40.00			1
10/1/2012	10/1/2012	2012CV000718	Christopher Edwards	James Hinton	James Hinton	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment-Amended Order (Fee waived by Court)	James Hinton	102 W Forest Payson, AZ 85541	102 W Forest Payson, AZ 85541	$0.00			1
10/3/2012	10/8/2012	2012CV734-SC	Teelah Conser & Thomas Fields	Bob Hardman & Tasha (Hardman) Fields	Tasha (Hardman) Fields	$40.00		Payson Justice Court	0
		Notice & Summons	Bob Hardman & Tasha (Hardman) Fields	300 W Bonita #29 Payson, AZ 85541	300 W Bonita #29 Payson, AZ 85541	$0.00			1
10/4/2012	10/5/2012	2012CV742-FD	Ponderosa Glen MHP, Roy Haught	Cale Garrels & Brittany Corso	Cale Garrels	$46.00	484112/4905	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Cale Garrels & Brittany Corso	190 N Cornerstone Way #45 Star Valley, AZ 85541	190 N Cornerstone Way #45 Star Valley, AZ 85541	$46.00			1
10/5/2012	10/8/2012	2012CV748-FD	Daniel W Taft, Sr	Paul & Heather Faser	Posted-front door	$46.00	484113	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Paul & Heather Faser	1103 E Frontier Street Payson, AZ 85541	1103 E Frontier Street Payson, AZ 85541	$46.00			2
10/8/2012	10/8/2012	2012CV000749	Patricia Steely	Kent Echols	Kent Echols	$40.00	484114	Payson Regional Justice Court	0
		Injunction Against Harassment	Kent Echols	803 E Manzanita Ct Payson, AZ 85541	803 E Manzanita Ct Payson, AZ 85541	$40.00			2
10/9/2012	10/10/2012	CC2012062351	Maximum Title Loans, LLC	Payson Regional Medical Center, Garnishee c/o Accounting	Payson Regional Medical Center, garnishee, Shawn Thomas, H.R. Coordinator	$69.00	484116/6462	Maricopa County Manistee Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Norberto Loya	807 S. Ponderosa Street Payson, AZ 85541	807 S. Ponderosa Payson, AZ 85541	$69.00			1
10/9/2012	10/9/2012	2012CV752-FD	Jane Evans	Jacqueline Turlukis	Jacqueline Turlukis	$46.00	484115/140	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Jacqueline Turlukis	603 S. Colcord Apt C Payson, AZ 85541	603 S. Colcord Apt C Payson, AZ 85541	$46.00			1
10/9/2012	10/10/2012	2012CV000750	Chelsea Kane	Susan Agnes Swapp	Susan Agnes Swapp	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Susan Agnes Swapp	750 E. Dealers Choice Lane Star Valley, AZ 85541	750 E. Dealers Choice Lane Star Valley, AZ 85541	$0.00			3

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

10/1/2012 TO 10/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/12/2012	10/15/2012	2012CV759OV	Jeremiah R Baldizan & Julie Baldizan	Rick Korth	Rick Korth	$40.00	484117	Payson Justice Court	0
		Summons & Complaint	Rick Korth	Tonto Silk Screen & Embroidery 605 W. Main Street Payson, AZ 85541	Tonto Silk Screen & Embroidery 605 W. Main Street Payson, AZ 85541	$40.00			1
10/15/2012	10/15/2012	CC2012153213-RC	US Collections West, Inc.	Craig McClanahan Jane Doe McClanahan	Unserved	$40.00	484118/3671	North Mesa Justice Court	0
		Summons & Complaint	Craig McClanahan Jane Doe McClanahan	913 W Country Lane Payson, AZ 85541		$40.00			1
10/16/2012	10/24/2012	CV201200241	Pyod Llc	James Wood John/Jane Doe Wood (if married)	Unserved	$40.00	484120	Superior Court Gila County	0
		Summons & Complaint	James Wood John/Jane Doe Wood (if married)	2309 E Indian Pink Circle Payson, AZ 85541-4183		$40.00			6
10/16/2012	10/19/2012	CV201200242	Discover Bank	Kristy Ulmer & John/Jane Doe Ulmer (if married)	Kristy Ulmer	$40.00	484122/3287	Superior Court Gila County	0
		Summons & Complaint Contract	Kristy Ulmer & John/Jane Doe Ulmer (if married)	402 E Cherry Street Payson, AZ 85541-5196	201 W Main Street, STE J Payson, AZ 85541	$40.00			1
10/16/2012	10/19/2012	2012CV711-UN	Portfolio Recovery Associates, LLC	Jamie Kennedy & John/Jane Doe Kennedy (if married)	Jamie Kennedy	$40.00	484123/3295	Payson Justice Court	0
		Summons & Complaint Contract	Jamie Kennedy & John/Jane Doe Kennedy (if married)	23 E Quail Hollow Drive Payson, AZ 85541	23 E Quail Hollow Drive Payson, AZ 85541	$40.00			2
10/16/2012	10/19/2012	2012CV710-OV	LVNV Funding, LLC	Lisa A Bland John/Jane Doe Bland (if married)	Lisa A Bland	$40.00	484124/3296	Payson Justice Court	0
		Summons & Complaint Contract	Lisa A Bland John/Jane Doe Bland (if married)	207 W Matlock Drive Payson, AZ 85541	207 W Matlock Drive Payson, AZ 85541	$40.00			1
10/16/2012	10/22/2012	CV2011-329	Butch Klaseen & Marlene Klassen	Habitat for Humanity, Inc, Fred Badger, Authorized Agent	Habitat for Humanity, Inc, Jennifer Baltze, Executive Director	$69.00	484119	Superior Court Gila County	0
		Writ Of Garnishment (Earnings) & Summons	Andrew Kofile & Cynthia Kofile	PO Box 1131 Payson, AZ 85541	103 E Hwy 260 Payson, AZ 85541	$69.00			2
10/16/2012	10/17/2012	2012CV000769	William Peoples	Chelsea Kane	Chelsea Kane	$40.00	484125	Payson Regional Justice Court	0
		Injunction Against Harassment	Chelsea Kane	750 E Dealers Choice Lane Star Valley, AZ 85541	750 E Dealers Choice Lane Star Valley, AZ 85541	$40.00			2
10/17/2012	10/17/2012	2012CV771FD	Payson Community Kids, c/o Suzy Tubbs	Sean Moore	Sean Moore	$46.00	484126	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Sean Moore	409 S Tonto Street Payson, AZ 85541	409 S Tonto Street Payson, AZ 85541	$46.00			1
10/19/2012	10/19/2012	2012CV773SC	Sally Matthews	Ned Barnett	Ned Barnett	$40.00	484127	Payson Justice Court	0
		Notice & Summons	Ned Barnett	201 Holly Circle Payson, AZ 85541	201 Holly Circle Payson, AZ 85541	$40.00			1
10/19/2012	10/22/2012	2012CV748-FD	Daniel W Taft, Sr	Paul & Heather Faser	Paul & Heather Faser	$40.00	484129	Payson Justice Court	0
		Order To Appear For Supplemental Proceedings	Paul & Heather Faser	1103 E Frontier Street Payson, AZ 85541	303 N Heritage Payson, AZ 85541	$40.00			7

ITEMIZED SERVICES by DATE RECEIVED for TREASURER

10/1/2012 TO 10/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/22/2012	10/22/2012	2012CV765-UN	Canyon State Credit Union.	James Andrew Hansen and Jane Doe Hansen, husband and wife	James Andrew Hansen	$40.00	484130/511503	Payson Regional Justice Court	0
		Summons & Complaint Contract	James Andrew Hansen and Jane Doe Hansen, husband and wife	507 E Juniper Street Payson, AZ 85541	507 E Juniper Street Payson, AZ 85541	$40.00			1
10/22/2012	10/22/2012	2010CV394	Easy Loans Corporation	Hannar Electric, LLC, c/o Faith Hannar	Hannar Electric, LLC, c/o Faith Hannar	$69.00	484131/3881	Payson Justice Court	0
		Writ Of Garnishment (Earnings) & Summons	Faith A Hannar	37 Springdale Drive Star Valley, AZ 85541	700 E Hwy 260 Payson, AZ 85541	$69.00			2
10/22/2012	10/26/2012	2011CV384-FD	Ted Olsen	Sean and Susan Hammock	Susan Hammock	$40.00	484132	Payson Justice Court	0
		Petition In Support Of Supplemental Proceedings And Order	Sean and Susan Hammock	121 South Tonto Street #32 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$40.00			2
10/22/2012	10/22/2012	2012CV776IH	Bernice May	Scott Michael Sullivan	Scott Michael Sullivan	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Scott Michael Sullivan	203 E. Glade Lane, #A Payson, AZ 85541	203 E. Glade Lane, #A Payson, AZ 85541	$0.00			1
10/24/2012	10/29/2012	FN2009-001715	Pamela J Barnett (Fetters)	Pamela J Barnett (Fetters)	Pamela J Barnett (Fetters)	$40.00	484135/0602610605	Superior Court of Maricopa County	0
		Petition to Stop Income Withholding Order	Danny (Dan) R Fetters	1902 N Arabian Loop Payson, AZ 85541	1902 N Arabian Loop Payson, AZ 85541	$40.00			3
10/25/2012	10/25/2012	2012CV783-IH	Rita Lucille Dean	Donald Neal Wiggins	Donald Neal Wiggins	$96.00	484136	Payson Regional Justice Court	0
		Injunction Against Harassment	Donald Neal Wiggins	198 Parkway Drive #18 Tonto Basin, AZ 85553	198 Parkway Drive #18 Tonto Basin, AZ 85553	$96.00			3
10/26/2012	10/26/2012	2012CV000779	Gary Pavis	Andre Geldarski	Andre Geldarski	$40.00	484137	Payson Regional Justice Court	0
		Injunction Against Harassment	Andre Geldarski	910 S Manzanita Payson, AZ 85541	606 N Beeline Hwy Payson, AZ 85541	$40.00			4
10/30/2012	10/31/2012	2012CV796-FD	Sherwood Forest Mobile Home Park dba Sherwood Forest Mobile Home Park	Alice Holewinski George Holewinski John and Jane Does I-X	Posted-front door	$46.00	484138/42507	Payson Justice Court	0
		Summons & Complaint-Forcible Detainer	Alice Holewinski George Holewinski John and Jane Does I-X	705 E Miller Road Unit #29 Payson, AZ 85541	705 E Miller Road Unit #29 Payson, AZ 85541	$46.00			1
10/31/2012	10/31/2012	2012CV000797	Andre Geldarski	Gary Pavis	Gary Pavis	$0.00		Payson Regional Justice Court	0
		Injunction Against Harassment (Fee Waived By Ct)	Gary Pavis	3140 N Barker Drive Pine, AZ 85544	108 W Main Street Payson , AZ 85541	$0.00			1
10/31/2012		DO201200330	Cynthia Marie Nell-Williams	James Edward Williams		$74.00	484139/1153	Superior Court Gila County	0
		Summons & Complaint for Dissolution of Marriage	James Edward Williams	7530 Paloma Vista Payson, AZ 85541		$74.00			0

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ITEMIZED SERVICES by DATE RECEIVED

10/1/2012 TO 10/31/2012

Date: 11/1/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/2/2012	10/3/2012	2012CR12220	State of Arizona	Payson Police Department, Ofc. B. Buckner	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Angelica Rose Rattunde	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/2/2012	10/3/2012	2012CR12220	State of Arizona	Kyle Allen Lehman	Kyle Allen Lehman	$0.00		Payson Magistrate Court	0
		Subpoena	Angelica Rose Rattunde	1101 S Sutton Rd Payson, AZ 85541	1101 S Sutton Rd Payson, AZ 85541	$0.00			1
10/2/2012	10/3/2012	2012CR12220	State of Arizona	Brent Michael Lehman	Brent Michael Lehman	$0.00		Payson Magistrate Court	0
		Subpoena	Angelica Rose Rattunde	1101 S. Sutton Rd Payson, AZ 85541	207 W Cherry Payson, AZ 85541	$0.00			1
10/3/2012	10/5/2012	2012CR232	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Delaine Elaine Jenkins	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/3/2012	10/5/2012	2012CR232	State of Arizona	GCSO, Sgt. B. Havey	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Delaine Elaine Jenkins	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/3/2012	10/5/2012	2012CR232	State of Arizona	GCSO, Dep. Rodney Cronk	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Delaine Elaine Jenkins	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/3/2012	10/5/2012	2012CR203	State of Arizona	GCSO, Jacob Delecki	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Christine D Blades-Johnson	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/3/2012	10/3/2012	2012CV000736	Tina Marie Kassam	Donald Wert	Donald Wert	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Donald Wert	605 E Juniper Street Payson, AZ 85541	605 E Juniper Street Payson, AZ 85541	$0.00			3
10/3/2012	10/3/2012	2012CV000738	Anna Groves	Oscar Rivera	Oscar Rivera	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Oscar Rivera	3933 E Hwy 260 #143 Star Valley, AZ 85541	3933 E Hwy 260 #143 Star Valley, AZ 85541	$0.00			1
10/3/2012	10/3/2012	2012CV000739	Rita G. Jorgensen	David Scott Lippincott	David Scott Lippincott	$0.00		Payson Regional Justice Court	0
		Order Of Protection	David Scott Lippincott	201 W. Saddle Lane Payson, AZ 85541	201 W. Saddle Lane Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

10/1/2012 TO 10/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/3/2012	10/4/2012	2012CV000737	Jacqui Jeffrey	Wesley Daniel Webb	Wesley Daniel Webb	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Wesley Daniel Webb	8030 Gunsight Ridge Mesa Del Payson, AZ 85541	8030 Gunsight Ridge Mesa Del Payson, AZ 85541	$0.00			6
10/3/2012	10/5/2012	2012CR12245	State of Arizona	Payson Police Department, Ofc. J. Deaton	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	James Joseph Krauss	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/3/2012	10/8/2012	2012CR12245	State of Arizona	Denise Werley	Denise Werley	$0.00		Payson Magistrate Court	0
		Subpoena	James Joseph Krauss	616 S McLane Payson, AZ 85541	616 S McLane Payson, AZ 85541	$0.00			2
10/3/2012	10/10/2012	2012CR12245	State of Arizona	Southwest Behavioral, Michael Royer	Southwest Behavioral, Michael Royer	$0.00		Payson Magistrate Court	0
		Subpoena	James Joseph Krauss	117 W Cedar Lane Payson, AZ 85541	117 W Cedar Lane Payson, AZ 85541	$0.00			1
10/3/2012	10/5/2012	2012CR12272	State of Arizona	Payson Police Department, Ofc. J. Johnson	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Charles William Sullivan, Jr.	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/3/2012	10/5/2012	2012CR12272	State of Arizona	Benjamin West	Benjamin West	$0.00		Payson Magistrate Court	0
		Subpoena	Charles William Sullivan, Jr.	1212 N William Tell Circle Payson, AZ 85541	1212 N William Tell Circle Payson, AZ 85541	$0.00			1
10/3/2012	10/5/2012	2012CR12272	State of Arizona	Mark Rolland Fickel	Mark Rolland Fickel	$0.00		Payson Magistrate Court	0
		Subpoena	Charles William Sullivan, Jr.	8095 West Barranca Road Payson, AZ 85541	8095 West Barranca Road Payson, AZ 85541	$0.00			2
10/4/2012	10/4/2012	JV2012-00103 Petition 2012-1	State of Arizona	Jade Holland-Bzoski	Jade Holland-Bzoski	$0.00		Juvenile Court	0
		Notice To Appear; Petition	Jade Holland-Bzoski	102 S Overland Court Payson, AZ 85541	102 S Overland Court Payson, AZ 85541	$0.00			1
10/4/2012	10/4/2012	JV2012-00103 Petition 2012-1	State of Arizona	Annie Holland	Annie Holland	$0.00		Juvenile Court	0
		Notice To Appear; Petition	Jade Holland-Bzoski	102 S Overland Court Payson, AZ 85541	102 S Overland Court Payson, AZ 85541	$0.00			1
10/4/2012	10/12/2012	2011CR576	State of Arizona	Randy Gildersleeve	Randy Gildersleeve	$0.00		Payson Regional Justice Court	0
		Subpoena	Carol Jolene Schaff	3902 E Hwy 260 Star Valley, AZ 85541	3902 E Hwy 260 Star Valley, AZ 85541	$0.00			1
10/4/2012	10/8/2012	2011CR576	State of Arizona	Gila County Probation, Debra Gildersleeve	Gila County Probation Department Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Carol Jolene Schaff	714 S Beeline Hwy Payson, AZ 85541	714 S Beeline Highway Payson, AZ 85541	$0.00			1
10/4/2012	10/5/2012	2011CR576	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Carol Jolene Schaff	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/4/2012	10/5/2012	2011CR576	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Carol Jolene Schaff	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

10/1/2012 TO 10/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/4/2012	10/5/2012	2011CR576	State of Arizona	Deputy Constable, D Vaughn	Deputy Constable, D Vaughn	$0.00		Payson Regional Justice Court	0
		Subpoena	Carol Jolene Schaff	108 W Main Street Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			1
10/4/2012	10/5/2012	CC2012195708000	Kristina Nicole Scott	Daniel (Danny) Eugene Scott, Jr	Daniel (Danny) Eugene Scott, Jr	$0.00		Maricopa County-Arrowhead Justice Court	0
		Order Of Protection	Daniel (Danny) Eugene Scott, Jr	801 E. Frontier Street, #17 Payson, AZ 85541	108 S Beeline Payson, AZ 85541	$0.00			2
10/5/2012	10/5/2012	2012CR12231	State of Arizona	PPD, Officer McDonough	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Joseph Michael Clem	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/5/2012	10/8/2012	2012-106	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Sherman "Colby" Wagstaff	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/5/2012	10/12/2012	2012-106	State of Arizona	Terry C. Gaden	Terry C. Gaden	$0.00		Superior Court Gila County	0
		Subpoena	Sherman "Colby" Wagstaff	Deer Creek RV Park 3592 S. U.S.F.S. Road, 184 Deer Creek Village, AZ 85541	H4 Ranch Tonto Basin, AZ 85553	$0.00			3
10/5/2012	10/12/2012	2012-106	State of Arizona	Melody Rocca	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	Sherman "Colby" Wagstaff	3592 S Forest Service Rd #184 Payson, AZ 85541		$0.00			2
10/5/2012	10/8/2012	2012-106	State of Arizona	Wes Sanders	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	Sherman "Colby" Wagstaff	PO Box 871 Tonto Basin, AZ 85553		$0.00			1
10/5/2012	10/8/2012	2012-106	State of Arizona	GCSO, Deputy D. Newman	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Sherman "Colby" Wagstaff	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/5/2012	10/8/2012	2012-106	State of Arizona	GCSO, Det. G. Ratliff	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Sherman "Colby" Wagstaff	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/5/2012	10/8/2012	2012-106	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Sherman "Colby" Wagstaff	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/5/2012	10/8/2012	2012-106	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Sherman "Colby" Wagstaff	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/5/2012	10/8/2012	2012-106	State of Arizona	Gila County Narcotics Task Force, Det. R.A. McDaniel	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	Sherman "Colby" Wagstaff	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/5/2012	10/9/2012	2012-106	State of Arizona	Chantilly Sanders	Unserved	$0.00		Superior Court Gila County	0
		Subpoena	Sherman "Colby" Wagstaff	300 N Broad Street Globe, AZ 85521		$0.00			1

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10/5/2012	10/5/2012	2102CV000746	Tara Miner	Jason Adler	Jason Adler	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Jason Adler	All Bikes 16603 N. Highway 87 Rye, AZ 85541	All Bikes 16603 N. Highway 87 Rye, AZ 85541	$0.00			1
10/8/2012	10/10/2012	2012CR000497	State of Arizona	Payson Police Department, Ofc. B. Buckner	PPD Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Miguel Samarripas	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/8/2012	10/15/2012	2009CR12333	State of Arizona	Ashley Arellano	Ashley Arellano	$0.00		Payson Magistrate Court	0
		Order To Show Cause	Ashley Arellano	1107 S. McLane #41 Payson, AZ 85541	1000 W. Rocky Road Payson, AZ 85541	$0.00			5
10/8/2012	10/10/2012	2012TR002404	State of Arizona	GCSO, Deputy Bylina	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Robert Caleb Kettering	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/8/2012	10/10/2012	2012TR002405	State of Arizona	GCSO, Deputy Bylina	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Kyle Lee Lafavor	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/8/2012	10/10/2012	2012TR002512	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	William J Miller	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/8/2012	10/10/2012	2012TR002352	State of Arizona	Department of Public Safety, Ofc. H. Thomason	DPS Clipboard - Payson	$0.00		Payson Justice Court	0
		Subpoena	Mitchell Mailloux	Department of Public Safety-Payson Office ,	Payson DPS Office Payson, AZ 85541	$0.00			1
10/8/2012	10/12/2012	JV2012-00106 Petition 2012-1	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	182 Purtill Trail #1 Tonto Basin, AZ 85553	182 Purtill Trail #1 Tonto Basin, AZ 85553	$0.00			1
10/8/2012	10/12/2012	JV2012-00106 Petition 2012-1	State of Arizona	Sandra Beagles, guardian	Sandra Beagles, guardian	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	182 Purtill Trail #1 Tonto Basin, AZ 85553	182 Purtill Trail #1 Tonto Basin, AZ 85553	$0.00			1
10/8/2012	10/12/2012	JV2012-00104 Petition 2012-1	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	502 E Dealers Choice Lane Star Valley, AZ 85541	502 E Dealers Choice Lane Star Valley, AZ 85541	$0.00			1
10/8/2012	10/12/2012	JV2012-00104 Petition 2012-1	State of Arizona	Jennifer Blanchard, mother	Jennifer Blanchard, mother	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	502 E Dealers Choice Lane Star Valley, AZ 85541	502 E Dealers Choice Lane Star Valley, AZ 85541	$0.00			1
10/8/2012	10/12/2012	JV2012-00105 Petition 2012-1	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	3898 N Tonto Creek #5 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			2
10/8/2012	10/12/2012	JV2012-00105 Petition 2012-1	State of Arizona	Larry Duhamell, father	Larry Duhamell, father	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	3898 N Tonto Creek #5 Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			2
10/9/2012	10/10/2012	2012CR000497	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Miguel Samarripas	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1

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10/9/2012	10/10/2012	2012TC012060	State of Arizona	Town Of Payson, Ofc. Tanner, Animal Control Officer	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Patrick Bailey	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/9/2012	10/15/2012	2012TC012060	State of Arizona	Judith Bowers	Judith Bowers	$0.00		Payson Magistrate Court	0
		Subpoena	Patrick Bailey	600 W Summit St Payson, AZ 85541	612 W Summit Payson, AZ 85541	$0.00			1
10/9/2012	10/10/2012	2012TC012051	State of Arizona	Town Of Payson, Ofc. Tanner, Animal Control Officer	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Patrick Bailey	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/9/2012	10/15/2012	2012TC012051	State of Arizona	Roxey Bowers	Roxey Bowers	$0.00		Payson Magistrate Court	0
		Subpoena	Patrick Bailey	612 W Summit St Payson, AZ 85541	612 W Summit St Payson, AZ 85541	$0.00			1
10/9/2012	10/15/2012	2012TC012051	State of Arizona	Todd Police	Todd Police	$0.00		Payson Magistrate Court	0
		Subpoena	Patrick Bailey	613 W. Summit Street Payson, AZ 85541	613 W. Summit Street Payson, AZ 85541	$0.00			2
10/9/2012	10/15/2012	2012TC012051	State of Arizona	Thomas Loges	Thomas Loges	$0.00		Payson Magistrate Court	0
		Subpoena	Patrick Bailey	517 W Summit St Payson, AZ 85541	517 W Summit St Payson, AZ 85541	$0.00			1
10/10/2012	10/10/2012	2012CR288	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Pamela Sue Johnson	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/10/2012	10/12/2012	2012CR288	State of Arizona	Steve Bingham	Steve Bingham	$0.00		Payson Regional Justice Court	0
		Subpoena	Pamela Sue Johnson	963 Highland Drive Star Valley, AZ 85541	963 Highland Drive Star Valley, AZ 85541	$0.00			1
10/10/2012	10/15/2012	2012CR288	State of Arizona	Ivan McLaws	Ivan McLaws	$0.00		Payson Regional Justice Court	0
		Subpoena	Pamela Sue Johnson	305 Saddleback Trail-Knolls Payson, AZ 85541	200 E Lone Pine Payson, AZ 85541	$0.00			2
10/10/2012	10/10/2012	2012CR288	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Pamela Sue Johnson	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/10/2012	10/10/2012	2012CR288	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Pamela Sue Johnson	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/10/2012	10/17/2012	2012CR12195	State of Arizona	Blake Porter	Unserved	$0.00		Payson Regional Justice Court	0
		Order To Show Cause	Blake Porter	2423 Deer Creek Drive Payson, AZ 85541		$0.00			5
10/10/2012	10/12/2012	JV2012-113	State of Arizona	Robert Lorig, father	Robert Lorig, father	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	707 N William Tell Circle Payson, AZ 85541	707 N William Tell Circle Payson, AZ 85541	$0.00			1
10/10/2012	10/12/2012	JV2012-114 Petition 2012-1	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	406 W Granite Butte Rd Star Valley, AZ 85541	100 W Frontier Payson, AZ 85541	$0.00			1

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10/10/2012	10/12/2012	JV2012-114 Petition 2012-1	State of Arizona	Rebecca Conway, mother	Rebecca Conway, mother	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	406 Granite Butte Payson, AZ 85541	117 W Cedar Lane Payson, AZ 85541	$0.00			1
10/11/2012	10/12/2012	2012CR12249	State of Arizona	Payson Police Department, Ofc. B. Hoffman	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Jenelle Joyce Gordy	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/12/2012	10/15/2012	10-01678-PHX-SRB	Douglas Haese, et al	Ronald Douglas Wilkinson	Unserved	$0.00		United States District Court, District of Arizona, Phoenix Division	0
		Subpoena	Stewart Title Guaranty Company, et al	1010 S. Palomino Circle Payson, AZ 85541		$0.00			3
10/12/2012	10/12/2012	2012CV000758	Terra Lynn Cluff	Georg Reykowski, III	Georg Reykowski, III	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Georg Reykowski, III	In Custody-GCSO Jail Globe, AZ 85501	In Custody-GCSO Jail Globe, AZ 85501	$0.00			1
10/15/2012	10/15/2012	JV2012-115 Petition 2012-1	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	1101 N Monte Rosa Lane PO Box 862 Payson, AZ 85541	1101 N Monte Rosa Lane PO Box 862 Payson, AZ 85541	$0.00			1
10/15/2012	10/15/2012	JV2012-115 Petition 2012-1	State of Arizona	Christy Barrowdale, mother	Christy Barrowdale, mother	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	1101 N Monte Rosa Lane PO Box 862 Payson, AZ 85541	1101 N Monte Rosa Lane PO Box 862 Payson, AZ 85541	$0.00			1
10/15/2012	10/15/2012	JV2004-031 Petition 2012-1	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	1012 W. Saddle Lane Payson, AZ 85541	100 W Bonita Payson, AZ 85541	$0.00			5
10/15/2012	10/15/2012	JV2004-031 Petition 2012-1	State of Arizona	Jeannie Price	Gary White	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	1012 W. Saddle Lane Payson, AZ 85541	1012 W Saddle Lane Payson, AZ 85541	$0.00			1
10/15/2012	10/17/2012	2012CV000760	Barbara Jean Trowbridge	Cary Monroe Lynn	Cary Monroe Lynn	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Cary Monroe Lynn	511 S Colcord #B Payson, AZ 85541	511 S Colcord #B Payson, AZ 85541	$0.00			5
10/16/2012	10/16/2012	2012CV000766	Brandy Reynolds	Stephen Reynolds	Stephen Reynolds	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Stephen Reynolds	105 E Main Street #124 Payson, AZ 85541	105 E Main Street #124 Payson, AZ 85541	$0.00			1
10/16/2012	10/17/2012	2012CV000767	Christina M. Baker	Jason Leach-McCormick	Jason Leach-McCormick	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Jason Leach-McCormick	661 McLellan Tonto Basin, AZ 85553	661 McLellan Tonto Basin, AZ 85553	$0.00			4
10/16/2012	10/18/2012	2102CV000768	Megan Ann Copestick	Mathew Scyoc	Mathew Scyoc	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Mathew Scyoc	1304 N Beeline Hwy sp 11 Payson, AZ 85541	1116 N SR 87 Payson, AZ 85541	$0.00			6

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10/16/2012	10/19/2012		Town of Payson - Community Development Department	Estate of Mo McGarry, c/o Kristina McGarry	Posted on gate	$0.00		N/A	0
		Notice of Violation-Request For Voluntary Compliance	Estate of Mo McGarry, c/o Kristina McGarry	902 West Saddle Lane Payson, AZ 85541	902 W Saddle Lane Payson, AZ 85541	$0.00			1
10/16/2012	10/19/2012	2012TR015033	State of Arizona	GCSO, Deputy R. Chagolla	GCSO Clipboard	$0.00		Star Valley Magistrate Court	0
		Subpoena	Thomas Louis Lepik	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/16/2012	10/19/2012	2012TR002283	State of Arizona	GCSO, Deputy D. Hornung	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Michael Huckabay	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/16/2012	10/19/2012	2012TR002288	State of Arizona	GCSO Dep , G Eggert	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Nathan Charlton	108 W Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/16/2012	10/17/2012	2012CV000770	Dan Clark	Danny Clark	Danny Clark	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Danny Clark	3933 E Hwy 260 #7 Star Valley, AZ 85541	3933 E Hwy 260 #7 Star Valley, AZ 85541	$0.00			1
10/19/2012	10/19/2012	2012CV000772	Robin Lynne Snook	Gary Longfellow	Gary Longfellow	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Gary Longfellow	3680 E Hwy 260 Spc B-4 Payson, AZ 85541	3680 E Hwy 260 Spc B-4 Payson, AZ 85541	$0.00			1
10/19/2012	10/19/2012	2012CV772-OP	Robin Lynne Snook	Robin Lynne Snook	Unserved	$0.00		Payson Regional Justice Court	0
		Hearing Order	Gary Longfellow	3680 E. Highway 260, Unit B4 Star Valley, AZ 85541		$0.00			1
10/19/2012	10/22/2012	2012CR418	State of Arizona	Tonto Apache Tribal Police, Officer Q Goseyun	TAR Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Ronald Lee Hines	Tonto Apache Reservation Highway 87, Mllepost 251 Payson, AZ 85541	TAR, Highway 87 Payson, AZ 85541	$0.00			1
10/19/2012		2012CR417	State of Arizona	Michael White		$0.00		Payson Regional Justice Court	0
		Subpoena	Alex Kozinets	2994 E Posey Ct Star Valley, AZ 85541		$0.00			0
10/19/2012		2012CR417	State of Arizona	Patricia White		$0.00		Payson Regional Justice Court	0
		Subpoena	Alex Kozinets	2994 E Posey Ct Star Valley, AZ 85541		$0.00			0
10/23/2012	10/24/2012	2012CR12245	State of Arizona	Payson Police Department, Ofc. J. Deaton	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	James Joseph Krauss	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/23/2012	10/26/2012	2012CR12245	State of Arizona	Denise Werley	Denise Werley	$0.00		Payson Magistrate Court	0
		Subpoena	James Joseph Krauss	616 S McLane Payson, AZ 85541	616 S McLane Payson, AZ 85541	$0.00			1
10/23/2012	10/26/2012	2012CR12245	State of Arizona	Southwest Behavioral, Michael Royer	Southwest Behavioral, Michael Royer	$0.00		Payson Magistrate Court	0
		Subpoena	James Joseph Krauss	117 W Cedar Lane Payson, AZ 85541	117 W Cedar Lane Payson, AZ 85541	$0.00			1

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10/24/2012	10/26/2012	2012TR002261	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Bruce Mikka	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/25/2012	10/26/2012	2012TR838	State of Arizona	GCSO, Deputy T. Nudson	GCSO Clipboard	$0.00		Payson Regional Justice Court	0
		Subpoena	Fremont (Monte) McCoy Robertson	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/25/2012	10/26/2012	JV2008-135 Petition 2012-1	State of Arizona	[redacted] minor	[redacted] minor	$0.00		Juvenile Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	6854 Bradshaw Drive Pine, AZ 85544	940 Deer Creek Drive Payson, AZ 85541	$0.00			2
10/25/2012	10/26/2012	JV2008-135 Petition 2012-1	State of Arizona	Diane Jerilyn Lind, grandmother	Crystal Lynn Larkins	$0.00		Superior Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	6854 W Bradshaw Dr Pine, AZ 85544	940 Deer Creek Drive Payson, AZ 85541	$0.00			2
10/25/2012	10/31/2012	JV2008-007 Petition 2012-1	State of Arizona	[redacted] minor	Unserved	$0.00		Superior Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	7602 N Caballero Road Payson, AZ 85541		$0.00			2
10/25/2012	10/26/2012	JV2008-007 Petition 2012-1	State of Arizona	Raymond Martinez, father	Raymond Martinez, father	$0.00		Superior Court Gila County	0
		Notice To Appear; Petition	[redacted] minor	7602 N Caballero Road Payson, AZ 85541	100 W Glade Lane Payson, AZ 85541	$0.00			1
10/25/2012	10/25/2012	2012CV000785	Jim Hobbs	Elijah Wright	Elijah Wright	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Elijah Wright	1100 South Street Globe, AZ 85502	1100 South Street Globe, AZ 85502	$0.00			1
10/26/2012	10/29/2012	2012TC012073	State of Arizona	Payson Library, Roberta Scott	Payson Library, Roberta Scott	$0.00		Payson Magistrate Court	0
		Subpoena	Claudia Franklin	328 N McLane Road Payson, AZ 85541	328 N McLane Road Payson, AZ 85541	$0.00			1
10/26/2012	10/29/2012	2012TR012468	State of Arizona	Payson Police Department, Ofc. Cadwell	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Luke Holiday	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/26/2012	10/29/2012	2012TR12241	State of Arizona	Payson Police Department, Ofc. J. Davies	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Margaret Helen Owens	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/26/2012	10/29/2012	2012TR12241	State of Arizona	Payson Police Department, Ofc. B. Buckner	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Margaret Helen Owens	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/26/2012	10/29/2012	2012TR12241	State of Arizona	Payson Police Department, Detective Les Barr	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Margaret Helen Owens	PAYSON POLICE DEPARTMENT 303 N. BEELINE HIGHWAY PAYSON, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/26/2012	10/31/2012	2012TR12241	State of Arizona	Payson Regional Medical Center, Jonathan Troy (Tony) Sneed, Phlebotomist	Payson Regional Medical Center, Jonathan Troy (Tony) Sneed, Phlebotomist	$0.00		Payson Magistrate Court	0
		Subpoena	Margaret Helen Owens	807 South Ponderosa Payson, AZ 85541	108 W Main Street Payson, AZ 85541	$0.00			2

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10/26/2012	10/29/2012	2012TR12241	State of Arizona	Laurence James Potvin	Laurence James Potvin	$0.00		Payson Magistrate Court	0
		Subpoena	Margaret Helen Owens	104 South Forest Park Drive Payson, AZ 85541	210 S Beeline Payson, AZ 85541	$0.00			1
10/26/2012	10/29/2012	2012CR12202	State of Arizona	PPD, Officer McDonough	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Daniel James Rozboril	303 N Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/26/2012	10/29/2012	2012CR12202	State of Arizona	Payson Police Department, Ofc. R. Vaughn	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Daniel James Rozboril	303 N. Beeline Hwy Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/26/2012		2012CR12202	State of Arizona	George William Schiller, IV		$0.00		Payson Magistrate Court	0
		Subpoena	Daniel James Rozboril	300 West Frontier Street #16 Payson, AZ 85541		$0.00			0
10/26/2012	10/29/2012	2012CR12202	State of Arizona	[redacted] minor c/o Donna Schiller, parent	Donna Schiller	$0.00		Payson Magistrate Court	0
		Subpoena	Daniel James Rozboril	109 East Garrels Drive #A Star Valley, AZ 85541	109 Garrels Dr #A Star Valley, AZ 85541	$0.00			1
10/26/2012	10/29/2012	2012CR12339	State of Arizona	Payson Police Department, Ofc. J. Meredith	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Daniel James Rozboril	303 N. Beeline Highway Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/26/2012	10/29/2012	2012CR12339	State of Arizona	[redacted] minor c/o Donna Schiller, parent	[redacted] minor	$0.00		Payson Magistrate Court	0
		Subpoena	Daniel James Rozboril	109 East Garrels Drive #A Star Valley, AZ 85541	301 S McLane Payson, AZ 85541	$0.00			1
10/26/2012		2012CR12339	State of Arizona	[redacted] minor		$0.00		Payson Magistrate Court	0
		Subpoena	Daniel James Rozboril	391 East Sycamore Lane Gisela, AZ 85541		$0.00			0
10/26/2012	10/29/2012	2012CR12339	State of Arizona	[redacted] minor c/o Stacy Dixon, parent	Michael David Dixon	$0.00		Payson Magistrate Court	0
		Subpoena	Daniel James Rozboril	200 South Arroyo Drive Payson, AZ 85541	200 South Arroyo Drive Payson, AZ 85541	$0.00			1
10/26/2012	10/26/2012	DO201200326	Desiree Greenberg	Philip Greenberg	Philip Greenberg	$0.00		Superior Court Gila County	0
		Order Of Protection	Philip Greenberg	1000 N Matterhorn Rd. Payson, AZ 85541	1000 N Matterhorn Rd. Payson, AZ 85541	$0.00			1
10/30/2012	10/31/2012	2012TR002412	State of Arizona	GCSO, Deputy T. Hensley	GCSO Clipboard	$0.00		Payson Justice Court	0
		Subpoena	Parijat Bhamburkar	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/30/2012	10/31/2012	2012CR12306	State of Arizona	GCSO, Deputy M. Havey	GCSO Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Mark Wayne Zerby	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1

ITEMIZED SERVICES by DATE RECEIVED

10/1/2012 TO 10/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/30/2012	10/31/2012	2012CR12306	State of Arizona	Payson Police Department, Ofc. R. Vaughn	PPD Clipboard	$0.00		Payson Magistrate Court	0
		Subpoena	Mark Wayne Zerby	303 N. Beeline Hwy Payson, AZ 85541	303 N. Beeline Highway Payson, AZ 85541	$0.00			1
10/30/2012		2012-107	State of Arizona	Frances Anne Busby		$0.00		Superior Court Gila County	0
		Subpoena	James Harry Brown	259 Williams Lane Tonto Basin, AZ 85553		$0.00			0
10/30/2012		2012-107	State of Arizona	Wes Sanders		$0.00		Superior Court Gila County	0
		Subpoena	James Harry Brown	PO Box 871 Tonto Basin, AZ 85553		$0.00			0
10/30/2012	10/31/2012	2012-107	State of Arizona	Gila County Narcotics Task Force, Det. R.A. McDaniel	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	James Harry Brown	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/30/2012	10/31/2012	2012-107	State of Arizona	Terry C. Gaden	Terry C. Gaden	$0.00		Superior Court Gila County	0
		Subpoena	James Harry Brown	185 S Frances Lane Tonto Basin, AZ 85553	185 S Frances Lane Tonto Basin, AZ 85553	$0.00			2
10/30/2012	10/31/2012	2012-107	State of Arizona	Gila County Narcotics Task Force, Det. T.R. Phillips	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	James Harry Brown	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/30/2012	10/31/2012	2012-107	State of Arizona	GCSO, Deputy D. Newman	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	James Harry Brown	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/30/2012	10/31/2012	2012-107	State of Arizona	GCSO, Det. G. Ratliff	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	James Harry Brown	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/30/2012	10/31/2012	2012-107	State of Arizona	GCSO, Deputy C. Maxwell	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	James Harry Brown	GCSO, 108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/30/2012	10/31/2012	2012-107	State of Arizona	GCSO, Deputy L. Kerszykowski	GCSO Clipboard	$0.00		Superior Court Gila County	0
		Subpoena	James Harry Brown	108 W. Main Street Payson, AZ 85541	108 W. Main Street Payson, AZ 85541	$0.00			1
10/30/2012	10/31/2012	2012TR838	State of Arizona	Fremont (Monte) McCoy Robertson	Fremont (Monte) McCoy Robertson	$0.00		Payson Regional Justice Court	0
		Order To Show Cause	Fremont (Monte) McCoy Robertson	7401 S Forest Service Rd 184 Sp 3 Jakes Corner Unit 927 Payson, AZ 85541	Rye Trailer Park Space 15 Payson, AZ 85541	$0.00			1
10/31/2012	10/31/2012	2012CV000798	Andre Geldarski	Deborah Carl	Deborah Carl	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Deborah Carl	103 S Walters Lane Star Valley, AZ 85541	103 S Walters Lane Star Valley, AZ 85541	$0.00			1
10/31/2012		2012TR002419	State of Arizona	GCSO, Deputy Bylina		$0.00		Payson Justice Court	0
		Subpoena	Matthew Vigil	108 W. Main Street Payson, AZ 85541		$0.00			0
10/31/2012		2012TR002683	State of Arizona	GCSO, Deputy L. Kerszykowski		$0.00		Payson Justice Court	0
		Subpoena	Kierrian Howard	108 W. Main Street Payson, AZ 85541		$0.00			0

ITEMIZED SERVICES by DATE RECEIVED

10/1/2012 TO 10/31/2012

Date Received	Date Served	Case Number / Service	Plaintiff / Defendant	Person To Be Served / Address	Person Served / Address	Fees / Paid	Reference	Agency	Miles / Attempts
10/31/2012		2012CR012416	State of Arizona	Kayla Friddle-Lee		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Kayla Friddle-Lee	3423 N Limestone Way Pine, AZ 85544		$0.00			0
10/31/2012		2012CR012414	State of Arizona	Randy Slauterbeck		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Randy Slauterbeck	404 E Eidelweiss Circle Payson, AZ 85541		$0.00			0
10/31/2012		2012CR012415	State of Arizona	Zachary Levi Mason		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Zachary Levi Mason	2704 W. Nicklaus Payson, AZ 85541		$0.00			0
10/31/2012		2012CR012413	State of Arizona	Austin Darcangelo		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Austin Darcangelo	119 S Lakeshore Road Payson, AZ 85541		$0.00			0
10/31/2012		2012CR012412	State of Arizona	Robert John		$0.00		Payson Magistrate Court	0
		Summons & Complaint	Robert John	300 W Bonita #20 Payson, AZ 85541		$0.00			0
10/31/2012	11/1/2012	2012CV000800	Phyllis Neibauer	Patrick John Neibauer	Patrick John Neibauer	$0.00		Payson Regional Justice Court	0
		Order Of Protection	Patrick John Neibauer	105 E. Main Street, #107 Payson, AZ 85541	105 E. Main Street, #107 Payson, AZ 85541	$0.00			1

MILEAGE FOR THE MONTH October 2012

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
10/1	45		59	
10/2	36			
10/3	55		57	
10/4	39			
10/5			91	
10/8			104	
10/9	35			
10/10	45		74	
10/11	37			
10/12	12		121	
10/15	37		78	
10/16	44			
10/17	54		103	
10/18	38			
10/19			62	
10/22			66	
10/23				
10/24			36	
10/25				
10/26			127	
10/29			56	
10/30				
10/31			118	
DAYS	**477**		**1152**	

Total Miles Driven By The Constable's Office **1629** **October 2012**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 11/1/12

GRANT # _____

DEPOSIT TO FUND Gila County Treasuver FUND # _____

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Constables Ethics Standards & Treasurers Board Writ Fee Collected

Account Code	Revenue Description	Amount	
T91602061	CESTB · Writ Fee Collected	15	00
	for October 2012		
	3 @ 5.00		
	Ck# 2302		
		15	00

Authorized Signature _____ Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER 98347

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2302
91-527/1221 6128
0703680454

DATE 11/1/12

PAY TO THE ORDER OF Gila County Treasuver $ 15.00

Fifteen + 00/100's DOLLARS

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Writ Fees - Oct 3@5.00

⑈000002302⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE _____

GRANT # _____

DEPOSIT TO FUND Gila County Treasurer FUND # _____

REMITTING DEPT Payson Regional Constables Office

SERVICE RENDERED Service Fees collected for month of October 2012

Account Code	Revenue Description	Amount	
1005-324-3405.80	Service Fees Collected	1301	00
X1005-01-32400-4614	10/1/12 thru 10/31/12		
		1301	00

Authorized Signature _____ 3270 Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

TREASURER

98348

PAYSON CONSTABLE
108 W. MAIN ST. 928-474-3844
PAYSON, AZ 85541

2303
91-527/1221 6128
0703680454

DATE 11/1/12

PAY TO THE ORDER OF Gila County Treasurer $ 1,301.00

One thousand three hundred one dollar & 00/100's DOLLARS

Wells Fargo Bank, N.A.
Arizona
wellsfargo.com

FOR Service fees - Oct 3270

⑈000002303⑈ ⑆122105278⑆ 0703680454⑈

ARF-1571 **5- I**

Regular BOS Meeting

Meeting Date: 12/04/2012

Reporting Period: Recorder's Monthly Report for October 2012

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton, Recorder, Recorder's Office

Information

Subject

Recorder's Monthly Report for October 2012

Suggested Motion

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

Attachments

Recorder's October 2012 Monthly Report

GILA COUNTY RECORDER

REPORT FOR THE MONTH OF October 2012

I, Sadie Jo Tomerlin, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Tomerlin Dalton, Gila County Recorder

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED
104334 NOV 16 PM

DATE November 13, 2012

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND General Funds FUND # 1005/105

REMITTING AGENCY Recorder (120)

BILLING PERIOD October 1 thru October 31, 2012

Account Code	Direct Deposit / Check #	Revenue Description	Amount
1005-120-3400-99		Recorders fees	16655 49
7145-120-3400-99		Recorders Storage	5140 00
7146-120-3400-99		County Mining fees	2 00
7147-120-3400-99		Computer Services	1286 00
			23083 49

Preparer Signature: Jeri Reynolds Title Sr. Recorder Clerk

Approved Signature: Sadie Jo Ogden Title Recorder

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	23083.49
Total	23083.49

TREASURER By _____ Date 11-16-12

TREASURER

120009

MONTHLY ACTIVITY REPORT - OCTOBER 2012

	PAID	1005	7145	7146	7147	INTO SUSPENSE	OUT OF SUSPENSE	TOTAL FUNDS
10/1/2012	524.00	646.00	292.00	0.00	0.00	422.00	514.00	938.00
10/2/2012	142.00	278.00	136.00	0.00	0.00	338.00	272.00	414.00
10/3/2012	166.00	185.00	116.00	0.00	0.00	164.00	135.00	301.00
10/4/2012	182.00	458.60	208.00	0.00	270.00	125.00	745.60	936.60
10/5/2012	486.00	912.00	328.00	0.00	0.00	202.00	754.00	1240.00
10/8/2012	49.00	260.00	120.00	0.00	0.00	382.00	331.00	380.00
10/9/2012	294.00	354.00	204.00	0.00	0.00	61.00	264.00	558.00
10/10/2012	278.00	430.00	232.00	0.00	0.00	404.00	384.00	662.00
10/11/2012	3197.00	423.00	184.00	0.00	0.00	3166.00	419.00	607.00
10/12/2012	1520.00	2021.80	308.00	10.00	490.00	0.00	1309.80	2829.80
10/15/2012	541.00	598.00	284.00	0.00	0.00	416.00	344.00	882.00
10/16/2012	270.50	409.50	196.00	0.00	0.00	137.00	335.00	605.50
10/17/2012	115.00	359.00	152.00	0.00	0.00	172.00	396.00	511.00
10/18/2012	7186.00	420.00	184.00	0.00	0.00	7164.00	418.00	604.00
10/19/2012	244.00	444.00	192.00	0.00	0.00	228.00	392.00	636.00
10/22/2012	436.00	518.00	260.00	0.00	0.00	186.00	342.00	778.00
10/23/2012	264.00	366.00	184.00	0.00	0.00	117.00	286.00	550.00
10/24/2012	642.90	909.90	176.00	0.00	0.00	140.00	443.00	1085.90
10/25/2012	104.00	551.00	232.00	0.00	0.00	306.00	679.00	783.00
10/26/2012	287.00	580.80	264.00	0.00	526.00	312.00	1083.80	1370.80
10/29/2012	742.50	803.50	412.00	0.00	0.00	247.00	470.00	1215.50
10/30/2012	230.00	286.00	120.00	0.00	0.00	219.00	176.00	406.00
10/31/2012	267.00	875.00	356.00	0.00	0.00	163.00	964.00	1231.00
TOTAL	18167.90	13089.10	5140.00	10.00	1286.00	15071.00	11457.20	19525.10

Bank Deposit Summary, From 10/1/12 12:00 AM To 10/31/12 11:59 PM

Date & Time	Deposit Id	Bank Account	Reference	Amount
Oct 1, 2012 4:54:15 PM	2660	B	Globe	$497.00
Oct 1, 2012 4:59:30 PM	2661	B	Payson 10/01/12	$27.00
Oct 2, 2012 4:56:00 PM	2662	B	Globe	$113.00
Oct 2, 2012 5:07:22 PM	2663	B	Payson 10/02/12	$29.00
Oct 3, 2012 4:54:12 PM	2664	B	Globe	$166.00
Oct 4, 2012 4:54:55 PM	2665	B	Payson 10/04/12	$22.00
Oct 4, 2012 4:55:09 PM	2666	B	Globe	$160.00
Oct 5, 2012 4:54:21 PM	2667	B	Globe	$434.00
Oct 5, 2012 4:55:43 PM	2668	B	Payson 10/05/12	$52.00
Oct 8, 2012 4:54:05 PM	2669	B	Globe	$26.00
Oct 8, 2012 4:55:26 PM	2670	B	Payson 10/08/12	$23.00
Oct 9, 2012 4:54:27 PM	2671	B	Globe	$269.00
Oct 9, 2012 4:55:26 PM	2672	B	Payson 10/09/12	$25.00
Oct 10, 2012 4:52:56 PM	2673	B	Globe	$257.00
Oct 10, 2012 4:54:17 PM	2674	B	Payson 10/10/12	$21.00
Oct 11, 2012 4:53:16 PM	2675	B	payson 10/11/12	$14.00
Oct 11, 2012 4:53:23 PM	2676	B	Globe	$3,183.00
Oct 12, 2012 7:57:01 AM	2678	B	Globe	$1,463.00
Oct 12, 2012 4:53:14 PM	2677	B	p10/12/12	$57.00
Oct 15, 2012 7:55:47 AM	2680	B	Globe	$459.00
Oct 15, 2012 4:57:07 PM	2679	B	PAYSON 10/15/12	$82.00
Oct 16, 2012 4:53:55 PM	2681	B	gLOBE	$195.50
Oct 16, 2012 4:56:08 PM	2682	B	Payson 10/16/12	$75.00
Oct 17, 2012 4:54:31 PM	2683	B	Globe	$96.00
Oct 17, 2012 5:06:27 PM	2684	B	Paysin 10/17/12	$19.00
Oct 18, 2012 4:51:21 PM	2685	B	10/18/12 Payson	$13.00
Oct 18, 2012 4:55:54 PM	2686	B	Globe	$7,173.00
Oct 19, 2012 4:51:39 PM	2687	B	p10/19/2012	$31.00
Oct 19, 2012 4:57:01 PM	2688	B	Globe	$213.00
Oct 22, 2012 4:55:07 PM	2689	B	Payson 10/22/12	$13.00
Oct 22, 2012 4:58:32 PM	2690	B	Globe	$423.00
Oct 23, 2012 4:52:35 PM	2691	B	Payson 10/23/12	$20.00
Oct 23, 2012 4:54:23 PM	2692	B	Globe	$244.00
Oct 24, 2012 4:51:47 PM	2693	B	10/24/12 payson	$46.00
Oct 24, 2012 4:53:38 PM	2694	B	Globe	$596.90
Oct 25, 2012 4:55:38 PM	2696	B	Globe	$104.00
Oct 26, 2012 3:04:06 PM	2698	B	Payson 10/25/12 Corr	$0.00
Oct 26, 2012 4:54:58 PM	2699	B	Globe	$286.00
Oct 26, 2012 4:59:27 PM	2700	B	10/26/12 Payson	$1.00
Oct 29, 2012 4:54:19 PM	2701	B	Payson 10/29/12	$53.00
Oct 29, 2012 4:56:01 PM	2702	B	Globe	$689.50
Oct 30, 2012 4:52:22 PM	2703	B	Payson 10/30/12	$2.00
Oct 30, 2012 4:54:53 PM	2704	B	Globe	$228.00
Oct 31, 2012 4:51:13 PM	2705	B	Payson 10/31/12	$45.00
Oct 31, 2012 4:55:01 PM	2706	B	Globe	$222.00
			Total	$18,167.90

Receipt Listing
From 10/1/12 12:00 AM To 10/31/12 11:59 PM

12-8535-C1	Oct 31, 2012 4:21:35 PM			$85.00
	7145-120-01-4775-004 Recorder Storage and Retrieval	$0.00	($16.00)	
	1005-120-01-4612-003 Postage	$0.00	($4.00)	
	1005-120-01-4612-008 Additional Transaction Fee	$0.00	($6.00)	
	1005-120-01-4612-023 Recording Fee	$0.00	($59.00)	
	1005SuspensePrePayAccounts 1005 Suspense - Prepay	$85.00	$0.00	
	linked to receipt 12-8535			
12-8536	Oct 31, 2012 4:47:14 PM			$10.00
	7145-120-01-4775-004 Recorder Storage and Retrieval	$0.00	($4.00)	
	1005-120-01-4612-003 Postage	$0.00	($1.00)	
	Cash Cash/Check	$10.00	$0.00	
	1005-120-01-4612-023 Recording Fee	$0.00	($5.00)	
			Total	**$34,596.10**

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	$6,460.20	($10,100.00)	($3,639.80)
Cash	Cash/Check	$18,167.90	$0.00	$18,167.90
D-1005-120-01-4612-003	Postage(deferred)	$11.00	($17.00)	($6.00)
D-1005-120-01-4612-023	Recording Fee (deferred)	$33.00	($51.00)	($18.00)
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	$44.00	($68.00)	($24.00)
ETransfer	Electronic Transfers	$4,971.00	$0.00	$4,971.00
	Total	**$29,687.10**	**($10,236.00)**	**$19,451.10**
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	$136.00	($88.00)	$48.00
	Total	**$136.00**	**($88.00)**	**$48.00**
Expense				
	Total	**$0.00**	**$0.00**	**$0.00**
Revenue				
1005-120-01-4612-001	Copies	$0.00	($420.40)	($420.40)
1005-120-01-4612-002	Certified Seal	$0.00	($39.00)	($39.00)
1005-120-01-4612-003	Postage	$0.00	($894.20)	($894.20)
1005-120-01-4612-005	Affidavit of Property Value	$0.00	($386.00)	($386.00)
1005-120-01-4612-008	Additional Transaction Fee	$0.00	($105.00)	($105.00)
1005-120-01-4612-012	Overpayment	$0.00	($156.00)	($156.00)
1005-120-01-4612-018	Misc Fees (Notification)	$0.00	($90.00)	($90.00)
1005-120-01-4612-023	Recording Fee	$0.00	($10,811.50)	($10,811.50)
1005-120-01-4612-026	Refunds	$0.00	($48.00)	($48.00)
1005-120-01-4612-027	Fax	$0.00	($105.00)	($105.00)
1005-120-01-4612-029	Search	$0.00	($10.00)	($10.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	$0.00	($5,116.00)	($5,116.00)
7146-120-01-4612	Mining Fees	$0.00	($2.00)	($2.00)
7146-120-01-4776-009	State Mining Fees	$0.00	($8.00)	($8.00)
7147-120-01-4774-031	Miscellaneous	$0.00	($1,286.00)	($1,286.00)
eRecording	eRecording	$4,861.00	($4,883.00)	($22.00)
	Total	**$4,861.00**	**($24,360.10)**	**($19,499.10)**
	Total	**$34,684.10**	**($34,684.10)**	**$0.00**

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	$18,167.90	$0.00	$18,167.90
	Range Total	**$18,167.90**	**$0.00**	**$18,167.90**

Sadie Tomerlin
Gila County Recorder

New Fiscal Year Form

Month	FY 2012-2013 No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining fees 7146	Recorder Check to Treasurer
July	1,169	4,532	14,548.76	948.93	6.00	20,035.69
Aug	1,521	5,724	21,082.47	920.32	28.00	27,754.79
Sept	1,346	5,180	10,507.62	952.20	11.00	16,650.82
Oct	1,378	5,140	16,655.49	1,286.00	2.00	23,083.49
Nov						0.00
Dec						0.00
Jan						0.00
Feb						0.00
Mar						0.00
Apr						0.00
May						0.00
June						0.00
Total	5,414	20,576	62,794.34	4,107.45	47.00	87,524.79

Fiscal Year All Monies 87,524.79

	A	B	C	D	E	F
1		GILA COUNTY RECORDER				
2						
3		REPORT FOR	October 2012			
4						
5	**SECTION I**		**CREDIT**	**DEBIT**	**TOTAL**	EXPLANATION
6	1005 (GENERAL FUND)	**PAID INTO SUSPENSE ACCT**	$15,071.00		$0.00	
7		**PAID OUT OF SUSPENSE ACCT**		$11,457.20	$3,613.80	
8		**RECORDING FEES**	$13,089.10	$0.00	$0.00	
9		**REFUNDS-EXCESS FEES**	$0.00	$48.00		
10		**INTEREST PD TO ACCT**	$0.59	$0.00		
11				$0.00		
12	**TOTAL 1005 FUNDS**		$28,160.69	$11,505.20	$16,655.49	
13						
14	**SECTION II**					
15		**7145 FUND (RECORDER)**	$5,140.00	$0.00	$5,140.00	
16		**7146 FUND (MINING - 80% STATE TREAS)**	$8.00	$8.00	$8.00	
17		**7146 FUND (MINING - 20% RECORDER)**	$2.00	$0.00	$2.00	
18		**7147 FUND (COMPUTER SVCS)**	$1,286.00	$0.00	$1,286.00	
19	TOTAL SEC II FUNDS		$6,436.00	$8.00	$6,436.00	
20						
21	**COMBINED TOTALS - TOTAL FEES COLLECTED**		$34,596.69	$11,513.20	$23,083.49	
22						
23						

House Account Summary

Gila County AZ Recorder

For the Period of 10/01/2012 - 10/31/2012

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	($160.00)	$6.00	$0.00	($154.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	($550.17)	$46.80	$0.00	($503.37)
ADOT	AZ DEPT OF TRANS	($295.50)	$0.00	$0.00	($295.50)
APS	APS/COPIES	($185.00)	$0.00	$0.00	($185.00)
APSR	APS/RECORDINGS	($139.00)	$10.00	$0.00	($129.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	($240.00)	$42.00	$0.00	($198.00)
AWC	ARIZONA WATER COMPANY	($250.00)	$0.00	$0.00	($250.00)
AZDOR	ADOR ACCOUNTS PAYABLE	($2,134.00)	$48.00	$0.00	($2,086.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	($2,050.00)	$0.00	$0.00	($2,050.00)
CARD	Cardon Hiatt / The Vineyrd Group	($105.00)	$0.00	$0.00	($105.00)
EQUIT	EQUITY SERVICES	($16.00)	$9.00	($100.00)	($107.00)
ERAY	ERA YOUNG REALTY	($291.00)	$46.80	$0.00	($244.20)
EXCEL	EXCEL DOCUMENT SERVICES	($73.00)	$24.00	$0.00	($49.00)
FARES	First American Corelogic Inc.	($721.40)	$190.00	$0.00	($531.40)
FATM	FIRST AMERICAN MICROFICHE	($25.00)	$573.60	($3,000.00)	($2,451.40)
FB	FLOYD BLEAK / NANCY SHEPPARD	($618.00)	$34.00	$0.00	($584.00)
FCS,INC	Pacific Corportate & Title Service	($51.00)	$0.00	$0.00	($51.00)
FNDS	LPS APPLIED ANALYTICS	($1,158.20)	$190.00	$0.00	($968.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	$73.50	$0.00	$0.00	$73.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	($43.00)	$0.00	$0.00	($43.00)
IMAPP	IMAPP , INC	($53.40)	$0.00	$0.00	($53.40)
INDEPTH	INDEPTH SOLUTIONS INC	($50.00)	$23.00	$0.00	($27.00)
Ingeo	Ingeo - eRecording	($492.00)	$612.00	($566.00)	($446.00)
IRS	INTERNAL REVENUE SERVICE	**($82.00)**	**$88.00**	**($88.00)**	($82.00)
LA001	First American Title Lenders Advantage	($449.50)	$21.00	$0.00	($428.50)
MHK	MORRIS HALL KINGHORN	($266.00)	$0.00	$0.00	($266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	($906.00)	$20.00	$0.00	($886.00)
PIONE	PIONEER TITLE AGENCY FICHE	($1,002.00)	$266.00	$0.00	($736.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	($2,328.00)	$4,877.00	($7,000.00)	($4,451.00)
RSSI	RECORD SEARCHING SERVICES INC	($95.00)	$69.00	$0.00	($26.00)
simplifile	Simplifile - eRecording	($828.00)	$4,249.00	($4,317.00)	($896.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	($1,171.20)	$12.00	$0.00	($1,159.20)
Totals		**($16,754.87)**	**$11,457.20**	**($15,071.00)**	**($20,368.67)**

ARF-1572 **5- J**

Regular BOS Meeting

Meeting Date: 12/04/2012

Reporting Period: Clerk of the Superior Court's Monthly Report for October 2012

Submitted For: Anita Escobedo

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the Superior Court, Clerk of the Superior Court

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Information

Subject

Clerk of the Superior Court's Monthly Report for October 2012

Suggested Motion

Approval of the October 2012 monthly activity report submitted by the Clerk of the Superior Court

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Attachments

Clerk of the Superior Court Report for October 2012

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

OCTOBER 2012

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

Summary Allocation by Agency Report

Report generated on : 11/6/2012 6:49:51 PM

Criteria : From Date : 10/1/2012 To Date :10/31/2012

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		DFA	DUMMY FUND ACCOUNT			($15250.00)		($15250.00)	$0.00
		5555	HOLD ACCOUNT	$63940.67		($3906.60)		$60034.07	$0.00
Agency Name :	**BOND POSTED - THIS COURT**								
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$14350.00		$15250.00	($100.00)	$29500.00	$0.00
Agency Name :	**ELECTED OFFICIALS RETIRE. FUND**								
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2523.34				$2523.34	$126.17
Agency Name :	**GILA COUNTY TREASURER**								
ZCNTY	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	$2.00		$1.00		$3.00	$0.15
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	$16.00		$8.00		$24.00	$1.20
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$100.00		$75.00		$175.00	$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	$57.58				$57.58	$2.88
		ZATT	ATTORNEY FEE REIMBURSEMENT	$625.00				$625.00	$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	$390.00				$390.00	$19.50
		ZFEE	BASE FEES (GENERAL FUND)	$5238.40				$5238.40	$261.92

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZFINE	BASE FINES	$5378.29		$36.75		$5415.04	$270.75
		ZFORF	BOND FORFEITURES				$100.00	$100.00	$5.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	$509.20				$509.20	$25.46
		ZCEF	CLEAN ELECTIONS FUND	$539.78		$3.71		$543.49	$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$41.65				$41.65	$2.08
		ZJDET	COUNTY JUV DETENTION	$50.00				$50.00	$2.50
		ZCLLF	COUNTY LAW LIBRARY FUND	$2523.24				$2523.24	$126.16
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$2568.70		$17.43		$2586.13	$129.31
		ZDNAS	DNA STATE SURCHARGE	$338.93		$1.69		$340.62	$17.03
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$1170.01				$1170.01	$58.50
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$317.84				$317.84	$15.89
		ZDREF	DOMESTIC RELATIONS EDUCATION	$201.27				$201.27	$10.06
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$1463.00				$1463.00	$73.15
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	$267.23				$267.23	$13.36
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	$215.30				$215.30	$10.77

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZDCRT	DRUG COURT FEE FUND	$340.00				$340.00	$17.00
		ZDUIA	DUI ABATEMENT FUND	$260.00				$260.00	$13.00
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$664.20				$664.20	$33.21
		ZWITN	EXPERT WITNESS FUND	$840.00				$840.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$1088.00				$1088.00	$54.40
		ZEXJU	EXTRA JUV PROBATION ASMNT	$403.73		$157.69		$561.42	$28.07
		ZEXT	EXTRADITION REIMBURSEMENT	$80.00				$80.00	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$352.73		$2.60		$355.33	$17.77
		ZCC	GEN JURIS CONCILIATION COURT	$1613.17				$1613.17	$80.66
		ZGCAT	GILA COUNTY ATTORNEY - 60%	$5731.26		$58.80		$5790.06	$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	$955.21		$9.80		$965.01	$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$2865.63		$29.40		$2895.03	$0.00
		ZJF	JAIL (INCARCERATION) FEES	$31.55				$31.55	$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1238.78				$1238.78	$61.94

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	$2815.29				$2815.29	$140.76
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$70.00		$42.00		$112.00	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$130.00		$78.00		$208.00	$0.00
		ZJURY	JURY FEES	$1740.56				$1740.56	$87.03
		ZJDO	JUVENILE DIVERSN FUND OVER $40			$80.00		$80.00	$4.00
		ZJDU	JUVENILE DIVERSN FUND UNDER $40			$320.00		$320.00	$16.00
		ZJS	JUVENILE PROBATION SERV FEES	$1076.27		$252.31		$1328.58	$66.43
		ZLCL	LOCAL COSTS/FEES - NSF	$25.00				$25.00	$1.25
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$709.25		$4.82		$714.07	$35.70
		ZMISC	MISCELLANEOUS FEES	$56.35				$56.35	$2.82
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	$8.00				$8.00	$0.40
		ZOS5	OFFCR SAFETY EQUIP -DPS			$4.00		$4.00	$0.20
		ZPP	PASSPORT APPLICATION FEES	$1075.00				$1075.00	$53.75
		ZPCOF	PRISON CONSTRUCTION AND	$3950.00		$375.00		$4325.00	$216.25
		ZPRS6	PROB SURCH 2006	$21.38				$21.38	$1.07

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZPBA	PROBATION FEE ADULT	$14804.36		$300.00		$15104.36	$755.22
		ZPRSU	PROBATION SURCHARGE ($5.00)	$0.09		$5.00		$5.09	$0.25
		ZPUBZ	PUBLIC DEFENDER FEES	$440.00		$20.00		$460.00	$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$765.00		$125.00		$890.00	$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	$113.38				$113.38	$5.67
		ZSTAT	STATE TREASURER - GENERAL FUND	$210.00		$100.00		$310.00	$15.50
		ZVAF	VICTIMS ASSISTANCE FUND	$185.19				$185.19	$9.26
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$120.00		$75.00		$195.00	$9.75
		ZGFDU	XTRA DUI ASSMT	$108.46				$108.46	$5.42
		ZPRS9	ZPRS9	$84.30		$55.00		$139.30	$6.97
Agency Name : JUVENILE FAMILY COUNSELING FEE									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE	$50.00				$50.00	$2.50
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	$88.00				$88.00	$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	$178.44				$178.44	$0.00

Summary Allocation by Agency Report

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$13955.58		$1668.60		$15624.18	$0.00
			Total:	**$162071.59**		**$0.00**	**$0.00**	**$162071.59**	**$2914.09**
				Less Shaded Areas:				-92,748.08	
								$69,323.56	

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of OCTOBER, 2012.

ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 13TH day of NOVEMBER, 2012.

Deputy

ARF-1582 **Consent Agenda Item 5- K**

Regular BOS Meeting

Meeting Date: 12/04/2012

Reporting Period: 09-18-12

Submitted For: Marian Sheppard, Chief Deputy Clerk, BOS

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

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Information

Subject

September 18, 2012, BOE Minutes

Suggested Motion

Approval of September 18, 2012, BOE Minutes.

Attachments

09-18-12 BOE Meeting Minutes

BOARD OF EQUALIZATION MINUTES
GILA COUNTY, ARIZONA

Date: September 18, 2012

TOMMIE C. MARTIN
Chairman

SHIRLEY L. DAWSON
Vice-Chairman

MICHAEL A. PASTOR
Member

JOHN F. NELSON
Clerk of the Board

By: Marian Sheppard
Chief Deputy Clerk

Gila County Courthouse
Globe, Arizona

PRESENT: Tommie C. Martin, Chairman (via ITV); Shirley L. Dawson, Vice-Chairman; Michael A. Pastor, Member; Hazel Dillon, Chief Deputy Assessor; Larry Huffer, Chief Appraiser; Cheryl Wellington, Property Appraiser II (via ITV); and Marian Sheppard, Chief Deputy Clerk.

Item 1 – Call to Order

Chairman Martin called the meeting to order at 1:45 p.m. this date in the Board of Supervisors hearing room.

Item 2 – REGULAR AGENDA ITEMS:

A. 1:30 P.M. - Information/Discussion/Action regarding a Petition for Review of Real Property Valuation filed for tax year 2013 that was submitted by Gregory Damico of Tax Advisors, PLLC on behalf of Payson Hospitality Group, LLC for Assessor's tax parcel number 304-02-012T.

Chairman Martin called on Larry Huffer, Chief Appraiser, to present his case. Mr. Huffer advised that the process is for the petitioner to speak first, so he asked Mike DeSalvo, Director of Valuation Services for Tax Advisors, PLLC, to address the Board. Mr. DeSalvo participated by phone. He provided a summary of his professional experience to assure the Board that he is quite familiar with appraisals, methodologies used for appraising properties, etc.

This property is a motel called the Majestic Mountain Inn that is located off of Highway 260 in Payson and it is owned by Payson Hospitality Group, LLC. Based on an income approach to value method, Mr. DeSalvo stated that the Full Cash Value (FCV) for this property is in excess of the Market Value. He then referred to the handouts he provided the Board of Equalization (BOE) and the Assessor's Office. He advised that $1,363,000 was the initial amount that was appealed to the Assessor as the FCV; however, that amount has since been

lowered to $1,319,600. The income and expenses of the motel were discussed and Larry Huffer defended the Assessor's valuation.

Chairman Martin asked if there were any other Board comments or questions; there were none. Vice-Chairman Dawson moved to uphold the Assessor's Limited Property Value at $1,980,277, which was seconded by Supervisor Pastor. She then corrected her motion to accept the Assessor's Full Cash Value of $1,991,322 on this property, of which the vote unanimously passed.

Chairman Martin recessed the meeting at 2:30 p.m. until the next scheduled hearing at 3:15 p.m. at which time she reconvened the meeting.

B. 3:15 P.M. - Information/Discussion/Action regarding a Petition for Review of Real Property Valuation filed for tax year 2013 that was submitted by Douglas John of Frazer, Ryan, Goldberg and Arnold on behalf of Globe Pacific Associates, owner of Assessor's tax parcel number 205-24-006W.

For the record – This Petition was initially submitted by Douglas John of Bancroft & John, P.C.; however, it was later learned that Mike Killion, a property tax consultant of Frazer, Ryan, Goldberg and Arnold, would be presenting this appeal to the Board of Supervisors. The subject property is the Madera Peak Vista Apartments located at 1039 E. Saguaro Drive in Globe.

Larry Huffer addressed Mike Killion before Mr. Killion presented his appeal to the Board of Supervisors. Mr. Killion participated by phone. Mr. Huffer stated "Mike, I want to make a recommendation. I looked over the income approach to value again. I know that another appraiser in our office looked it over, and I looked it over quite closely. I have a recommendation to make. The original petition you filed, you had an owner's opinion of $600,000 and I'd like to make a recommendation to the Board that we do lower the value to $600,000." Vice-Chairman Dawson asked Mr. Killion whether he objected to Mr. Huffer's recommendation. Mr. Killion responded, "No. On behalf of the taxpayer, we would accept that the 2013 value be $600,000."

Vice-Chairman Dawson made a motion to accept Mr. Huffer's recommendation to lower the Full Cash Value on this property to $600,000 for tax year 2013, which was seconded by Supervisor Pastor and unanimously approved by the Board.

There being no further business to come before the Board of Equalization, Chairman Martin adjourned the meeting at 3:20 p.m.

APPROVED:

_____
Tommie C. Martin, Chairman

ATTEST:

_____
Marian Sheppard, Chief Deputy Clerk

ARF-1563 **5- L**

Regular BOS Meeting

Meeting Date: 12/04/2012

Reporting Period: Human Resources Reports for the Weeks of 11/06/12, 11/13/12, 11/20/12 and 11/27/12

Submitted For: Berthan DeNero

Submitted By: Juley Bocardo-Homan, Human Resources Assistant, Human Resources

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Information

Subject

Human Resources Reports for the Weeks of November 6, 2012, November 13, 2012, November 20, 2012 and November 27, 2012.

Suggested Motion

Acknowledgment of the Human Resources reports for the weeks of November 6, 2012, November 13, 2012, November 20, 2012, and November 27, 2012.

Attachments

November Human Resources Summary Report

11/06/12 Human Resources Report

11/13/12 Human Resources Report

11/20/12 Human Resources Report

11/27/12 Human Resources Report

Summary

Human Resources Action Items

	Year To Date	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
DEPARTURES FROM COUNTY SERVICE	**159**	7	13	14	13	15	15	17	13	19	25	8	
HIRES TO COUNTY SERVICE	**106**	7	9	14	3	8	4	10	12	15	16	8	
TEMPORARY HIRES TO COUNTY SERVICE	**36**	3	2	1	1	2	10	1	7	1	7	1	
VOLUNTEERS TO COUNTY SERVICE	**87**	0	0	0	0	7	80	0	0	0	0	0	
DEPARTMENTAL TRANSFERS	**46**	1	3	1	6	3	1	10	9	3	7	2	
END PROBATIONARY PERIOD	**53**	3	4	6	5	4	3	4	1	1	18	4	
POSITION REVIEW	**81**	11	13	5	7	6	10	5	7	4	12	1	
REQUEST PERMISSION TO POST	**104**	6	10	7	2	7	20	15	16	7	8	6	
Total Transactions	**672**	**38**	**54**	**48**	**37**	**52**	**143**	**62**	**65**	**50**	**93**	**30**	**0**

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 6, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Larry Stephenson – EACO – Executive Director – 10/31/12 – Various Funds – DOH 05/08/06 – Retirement

DEPARTMENTAL TRANSFERS:

2. Janie L. Bennett – County Attorney – From Legal Secretary Senior – To Legal Secretary – 10/26/12 – General Fund
3. Malissa Buzan – Community Services – From Housing Services Program Manager – To Interim Director – 11/05/12 – Various Funds

END PROBATIONARY PERIOD:

4. Kenneth Wortman – County Attorney – Detective – 10/18/12 – Cost of Prosecution Reimbursement Fund

REQUEST PERMISSION TO POST:

5. Community Services – Rehabilitation Specialist Temporary – New position
6. Payson Justice Court – Justice Court Clerk Associate – Vacated by Sandra Yoder

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 13, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Patricia Espinoza-Barcon – Probation – Administrative Clerk Senior – 10/22/12 – Adult Intensive Probation Supervision Fund – DOH 10/22/12 – Did not report nor call on first day of employment
2. David J.H. Fletcher – Community Services – Director of Community Services – 11/02/12 – Various Funds – DOH 08/01/85 – Retirement
3. Thomas H. Melcher – Sheriff's Office – Chief Deputy Sheriff – 12/31/12 – General Fund – DOH 01/02/01 – Retirement
4. John R. Armer – Sheriff's Office – Sheriff – 12/31/12 – General Fund – DOH 01/01/01 – Retirement
5. Richard Short – Public Works – Roads Supervisor – 11/30/12 – Public Works Fund – DOH 11/07/83 – Retirement

HIRES TO COUNTY SERVICE:

6. Randy A. Tober – Public Works – Solid Waste Operations Worker – 11/19/12 – Recycling and Landfill Management Fund – Replacing Kenneth Payne, Jr.
7. Gabrielle Lininger – Sheriff's Office – Administrative Clerk PT – 11/26/12 – General Fund – Replacing Kristine Feezor

TEMPORARY HIRES TO COUNTY SERVICE:

8. Judy Smith – Finance – Accounting Clerk Temporary – 11/13/12 – General Fund

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 20, 2012

DEPARTURES FROM COUNTY SERVICE:

1. Denise Dickison – Community Services – Administrative Assistant – 11/30/12 – Various Funds – DOH 04/24/00 – Resignation
2. Justin Marks – Public Works – Road Maintenance /Equipment Operator – 11/21/12 – Public Works Fund – DOH 04/11/05 – Retirement

HIRES TO COUNTY SERVICE:

3. Nathaneal Cutter – Public Works – Automotive Mechanic – 11/26/12 – Public Works Fund – Replacing Nathaneal Cutter
4. Marissa Avalos – Probation – Administrative Clerk Senior – 11/26/12 – Adult Intensive Probation Supervision Fund – Replacing Traci Borquez
5. Dustin Philpot – Probation – Juvenile Detention Officer – 11/26/12 – General Fund – Replacing Leonard McIntosh

END OF PROBATIONARY PERIOD:

6. Brenda Van Haren – County Attorney – Victim Advocate – 11/09/12 – Crime Victim Assistance Program Fund
7. Emelle Silvers – Probation – Juvenile Detention Officer – 11/17/12 – General Fund

REQUEST PERMISSION TO POST:

8. Assessor – Property Appraiser – Vacated by Lisa Wilckens
9. Public Works – Road Maintenance/Equipment Operator – Vacated by Thomas Tanner
10. Sheriff's Office – Detention Officer Part-Time – Vacated by Clifford Carnahan

HUMAN RESOURCES ACTION ITEMS
NOVEMBER 27, 2012

HIRES TO COUNTY SERVICE:

1. Shawn Erik Osborn – Sheriff's Office – Deputy Sheriff – 11/05/12 – General Fund – Replacing Christian Young
2. Richard K. Claydon – Sheriff's Office – Detention Officer – 11/19/12 – General Fund – Replacing Richard Claydon
3. Teak-Sun Kim – Finance – Procurement Coordinator – 12/03/12 – General Fund

END OF PROBATIONARY PERIOD:

4. Danielle Toumberlin – County Attorney – Case Manager – 11/01/12 – IV D Incentive/SSRE Fund

POSITION REVIEW:

5. Barbara Quiroz-Garcia – Health Services – Community Health Assistant – 10/08/12 – WIC Fund – Increase in hours worked from 19 to 32 per week

REQUEST PERMISSION TO POST:

6. Public Works – Vehicle & Equipment Mechanic Sr. – Vacated by Travis Buckner

ARF-1574 **5- M**

Regular BOS Meeting

Meeting Date: 12/04/2012

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 11-09-12 and 11-16-12

Submitted For: Joseph Heatherly

Submitted By: Dana Sgroi, Contracts Support Specialist, Finance Department

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Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 11-09-12 and 11-16-12

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of November 05, 2012, to November 09, 2012 and November 12, 2012 to November 16, 2012.

Attachments

County Manager Approved Contracts Under $50,000 for Weeks Ending 11-09-12 and 11-16-12

Contract Agreement No. 100312 with Globe Fence Company

Service Agreement No. 102512 with Rodriguez Construction

Professional Services Agreement No. 091312 With S & M Communications

Health Service Agreement-Health Services-Globe with Healthcare Medical Waste Services

Health Service Agreement-Injury Prevention-Globe with Healthcare Medical Waste Services

Health Service Agreement-Health Services-Payson with Healthcare Medical Waste Services

Health Service Agreement-Injury Prevention-Payson with Healthcare Medical Waste Services

Health Service Agreement-Juvenile Detention Home with Healthcare Medical Waste Services

Health Service Agreement-Sheriff's Department Jail with Healthcare Medical Waste Services

Service Agreement No. 061512-Payson Concrete-Pine Arizona Building Removal

Amendment No. 1-Atomic Pest Control-Service Agreement No. 122011

Professional Engineering Services Contract No. 102312 with C.L. Williams Consulting-Cline Blvd

Amendment No 1-Professional Services Agreement No. HG854246-2 with Lori Burke, RN, FNP

Service Agreement No 092812 with Sentinel Technology

Service Agreement No 102312-1 with Norment Security

Service Agreement No. 102412 with CMC Communications

Service Agreement No. 102512-1 with Noble Building-Weatherization Project No. HH#8502

Service Agreement No. 102512-2 with Noble Building-Weatherization Project No. HH8644

Service Agreement No. 102512-3 with Noble Building-Weatherization Project No. HH9057

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

November 05, 2012, to November 09, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Contract Agreement No. 100312 Globe Fence Company	Contract Agreement No. 100312 Furnish and Install Slide Gate for Jail at the Sheriff's Office in Globe AZ	$2,190.67	11-06-12 to 02-28-13	11-06-12	Expires	A sliding gate into the existing perimeter fence is necessary due to the sloughing of the hillside behind the jail. The dirt from the hillside soughs onto the walkways behind the jail – creating a slip hazard.
Service Agreement No. 102512 Rodriguez Construction	Service Agreement No. 102512 Weatherization Project No. HH308-11-03-2	$6,469.72	11-06-12 to 02-06-13	11-06-12	Expires	This weatherization project is necessary to provide water proofing to a mobile home.
Professional Service Agreement No. 091312 S&M Communications	Professional Service Agreement No. 091312 Furnish and Install Audio, Video and Data for Star Valley Conference Room	$1,200.00	11-06-12 to 02-06-13	11-06-12	Expires	Furnish & install cabling of the Star Valley Public Works Complex conference room for alternate meeting room with video conferencing.
Service Agreement Healthcare Medical Waste Services	HMWS Service Agreement Gila County Health Services - Globe	$1,446.00	10-24-12 to 10-23-13	11-06-12	Option to Renew annually	The Gila County Health Services in Globe has a need for the containment, transportation, treatment of and disposal of medical waste. HMWS shall dispose of the waste in such manner as required by Federal, State and local regulations.
Service Agreement Healthcare Medical Waste Services	HMWS Service Agreement Gila County Injury Prevention - Globe	$1,446.00	10-24-12 to 10-23-13	11-06-12	Option to Renew annually	The Gila County Injury Prevention in Globe has a need for the containment, transportation, treatment of and disposal of medical waste. HMWS shall dispose of the waste in such manner as required by Federal, State and local regulations.

Service Agreement Healthcare Medical Waste Services	HMWS Service Agreement Gila County Health Services - Payson	$1,446.00	10-24-12 to 10-23-13	11-06-12	Option to Renew annually	The Gila County Health Services in Payson has a need for the containment, transportation, treatment of and disposal of medical waste. HMWS shall dispose of the waste in such manner as required by Federal, State and local regulations.
Service Agreement Healthcare Medical Waste Services	HMWS Service Agreement Gila County Injury Prevention - Payson	$1,446.00	10-24-12 to 10-23-13	11-06-12	Option to Renew annually	The Gila County Injury Prevention in Payson has a need for the containment, transportation, treatment of and disposal of medical waste. HMWS shall dispose of the waste in such manner as required by Federal, State and local regulations.
Service Agreement Healthcare Medical Waste Services	HMWS Service Agreement Gila County Juvenile Detention Home	$897.00	10-24-12 to 10-23-13	11-06-12	Option to Renew annually	The Gila County Juvenile Detention Home has a need for the containment, transportation, treatment of and disposal of medical waste. HMWS shall dispose of the waste in such manner as required by Federal, State and local regulations.
Service Agreement Healthcare Medical Waste Services	HMWS Service Agreement Gila County Sheriff's Department Jail	$1,446.00	10-24-12 to 10-23-13	11-06-12	Option to Renew annually	The Gila County Sheriff's Department Jail has a need for the containment, transportation, treatment of and disposal of medical waste. HMWS shall dispose of the waste in such manner as required by Federal, State and local regulations.
Service Agreement No. 061512 Payson Concrete	Service Agreement No. 061512-Pine Arizona Building Removal	$3,200.00	11-06-12 to 02-06-13	11-06-12	Expires	Gila County purchased the property in an auction in February 2012 with the intention of demolishing the home on the property to make improvements to Cemetery Road.

November 05, 2012, to November 09, 2012 (continued)

Service Agreement No. 122011 Atomic Pest Control	Service Agreement No. 122011 Pest Control Service for Northern Gila County between Gila County and Atomic Pest Control LLC Amendment No. 1	$3,700.00	01-01-13 to 12-31-13	11-06-12	Renewal option to renew for one more year	Monthly and quarterly pest control service for Northern Gila County Facilities: Star Valley Roads/Shop Offices, Administration Building, Courthouse Complex, Assessors/Recorders, Health Department and Sheriff's Office/Jail.
Professional Engineering Services Contract No. 102312 C.L. Williams Consulting, Inc.	Professional Engineering Services Contract No. 102312 Cline Boulevard Signing and Striping Plans	$7,615.00	11-06-12 to 12-21-12	11-06-12	Expires	Cline Boulevard has been chip sealed. Since it was a dirt road the signage/striping will now be different. A licensed Engineer has to be the one that makes the recommendations and develops the signage plan. Public Works recommends C.L. Williams for that service.

November 12, 2012, to November 16, 2012

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
Amendment No. 1 Professional Services Agreement No. HG854246-2 Lori Burke, RN, FNP	Amendment No 1-Professional Services Agreement No. HG854246-2	$15,000.00	01-01-13 to 12-26-13	11-13-12	Renewal option to renew for one more year	Lori Burke, RN, FNP provides family planning consulting services and well child examination services for the Payson Health Department.
Service Agreement No. 092812 Sentinel Technologies	Service Agreement No 092812 Wireless Bridge Links for Disaster Recovery	$20,776.00	11-13-12 to 02-13-13	11-13-12	Expires	Wireless Bridge for Disaster Recovery-between Sheriff's Office and Public Works Admin Building. In case of a disaster and/or emergency where the courthouse facility is rendered inoperable, this will allow network connectivity to the disaster recovery site and other county facilities.

Service Agreement No 102312-1 Norment Security Group	Service Agreement No 102312-1	$640.00	11-13-12 to 12-27-12	11-13-12	Expires	Replace the control room microphone jack in the Globe Jail-Sheriff's Office.
Service Agreement No. 102412 CMC Communications	Service Agreement No. 102412 Repeater Antenna Maintenance on Mount Ord	$6,844.54	11-13-12 to 12-13-12	11-13-12	Expires	Contractor to provide repeater antenna maintenance on Mount Ord.
Service Agreement No. 102512-1 Noble Building LLC.	Service Agreement No. 102512-1 Weatherization Project No. HH#8502	$4,322.97	11-13-12 to 02-13-13	1-13-12	Expires	Construction, labor and materials for Community Services weatherization project HH8502
Service Agreement No. 102512-2 Noble Building LLC.	Service Agreement No. 102512-2 Weatherization Project No. HH8644	$5,826.34	11-13-12 to 02-13-13	1-13-12	Expires	Construction, labor and materials for Community Services weatherization project HH8644
Service Agreement No. 102512-3 Noble Building LLC.	Service Agreement No. 102512-3 Weatherization Project No. HH9057	$13,458.41	11-13-12 to 02-13-13	1-13-12	Expires	Construction, labor and materials for Community Services weatherization project HH9057

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(928) 474-2029

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TTY: 7-1-1

CONTRACT AGREEMENT NO. 100312

FURNISH AND INSTALL SLIDE GATE FOR JAIL AT THE SHERIFF'S OFFICE IN GLOBE, AZ

THIS AGREEMENT, made and entered into this 06TH day of NOVEMBER, **2012**, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Globe Fence Company**, of the City of Mesa, State of Arizona, hereinafter designated the Engineer.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work:

Contractor will provide all material and labor contained in Globe Fence Company's quote dated September 05, 2012 to install a slide gate into the existing perimeter fence. The quote is incorporated by this reference.

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** or emailed to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent Contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13– TERM: Contract shall be effective date signed by the County Manager and expires February 28, 2013.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid a flat fee of $ 2,190.67 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the Contractor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

***IN WITNESS WHEREOF, Service Agreement No. 100312** 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: 11/6/12

GLOBE FENCE COMPANY

Signature

MATT MITCHELL

Print Name

Date: 10/4/2012

APPROVED AS TO FORM

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

GLOBE FENCE COMPANY
6218 EAST COLBY STREET
MESA, ARIZONA 85205

September 5, 2012

Gila County
1400 E. Ash St.
Globe, AZ 85501
Attn: David Hom
Project: Globe Jail

MATT@GLOBE-FENCE.COM

Furnish materials and labor to install (1) 11' tall x 10' wide slide gate into existing perimeter fence.

SPECIFICATIONS:

Fence:	Existing will be installed onto gate frame
Gate posts:	4" candy cane top
Gate frame:	1 ½" square galvanized
Ground track:	None
Gate track:	1 ½" barn door track
Razor ribbon:	None
Latch:	custom build gate latch (middle & bottom)

NOTES:

Globe Fence will make 10' opening into existing chain link fence and reuse fabric onto gate frame.

Area will be open for the day and jail will need to supply security while work goes on.

Gila County will core 5" hole into concrete so that Globe Fence can grout new gate post in place.

Fence section above gate opening to stay

Globe Fence will use a lift and will need area cleared along fence while installation is going on.

Globe Fence Co. will wear standard PPE (safety shoes, hard hat, glasses, and vest) any extra safety gear that may be needed will be supply by customer or Globe Fence can supply and add cost to invoice.

RES. LIC. # ROC216193 C-14 COM. LIC. #ROC216192 L-14

1005.300.942.00.

EXCLUSIONS:

Core drill of rock for post installation, permits, fees, utilities, irrigation, pipes, extermination fees, removal of existing fence or damage to surrounding areas due to excessive travel around fence line, fit tests and respirators, floatation device, fall harness for crew members, rental equipment.
All above items can be obtained by Globe Fence and be added to final invoice.

PRICING:

Fence Materials	$1,362.00
Labor	$ 700.00
Equipment rental	$ 0
Tax 6.24%	$ 128.67
Total	**$2,190.67**

Price valid for 30 days

Accepted by: _____

Date: _____

RES. LIC. # ROC216193 C-14 COM. LIC. #ROC216192 L-14

Tommie C. Martin, District I
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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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 102512

WEATHERIZATION PROJECT NO. HH308-11-03-2

THIS AGREEMENT, made and entered into this 06TH day of NOVEMBER, **2012**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Rodriguez Construction**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the services described in the scope of work below of Weatherization Project HH#308-11-03-2, 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** or 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** or email to dsgroi@co.gila.az.us. 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 expire 90 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of __$ 6,469.72__ 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. 102512 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: 11/6/12

RODRIGUEZ CONSTRUCTION INC.

Signature

Art Rodriguez

Print Name

Date: 10/25/12

APPROVED AS TO FORM

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

ATTACHMENT "A"

RODRIGUEZ CONSTRUCTIONS INC.

Estimate

P. O. Box 13
Miami, AZ 85539
928-425-7244
928-425-5337

RES/COMM. LIC. #
ROC247373K42
RES. #ROC247371B
COMM. # ROC247372 B-01
rodriguezconst@hotmail.com

10/11/2012	223

Gila County Housing
5515 South Apache Avenue
P. O. Box 1254
Globe, AZ 85502
Attn: Valrie

Ship To

Roy and Rosalie Goodwin
135 W. Reno Dr.
Tonto Basin, Az.

Rodriguez Constructions inc. hereby proposes to submit an estimate to preform the following work:

Goodwin, Roy

Description	Qty	Cost	Total
Install (24) 12"x10" flood opening vents within 12" of dirt grade.	24	150.00	3,600.00T
Apply water proofing application to all wood beneath the trailer and all wood members on the ADA ramp beneath the RFE point. Product to be used is Seal Once Marine Waterproofing Wood Protector. Five (5) gal. pails will be needed.	5	352.99	1,764.95T
Labor for the application of water proofing product, two (2) men @ $55.00 per hr per man total of 14 hrs.	14	55.00	770.00
Sales Tax		6.24%	334.77

$6,469.72

If you are interested in accepting this bid, please sign and return with any deposit required.
Thank you

Signature of acceptance of above proposal:

Respectfully Submitted,
Art I. Rodriguez

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

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

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

GILA COUNTY
www.gilacountyaz.gov

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

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

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

PROFESSIONAL SERVICE AGREEMENT NO. 091312

FURNISH AND INSTALL AUDIO, VIDEO AND DATA FOR STAR VALLEY CONFERENCE ROOM

THIS AGREEMENT, made and entered into this 01ST day of NOVEMBER, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **S & M Communications**, of the City of Glendale, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the services described in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County I.T. Director or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work

Refer to attached Exhibit "A" by mention made a binding part of this agreement as set forth herein.

Central Heights:

- Install fifty feet (50') of Wiremold aluminum raceway
- Install two each (2) HDMI Cables
- Install two each (2) HDMI Faceplates
- Install two each (2) 1 Meter HDMI Cable
- Install one each (1) Category 5E Data Drop

Specifications:

- All cable will be installed in accordance with building industry standards (EIA/TIA 568B)
- All cable installed above grid ceiling will run true to building lines (not on angles)
- All cable will be neatly bundled in groups and Velcro wrapped

Testing and labeling:

- All cables will be labeled and tested to verify they exceed industry standards (EIA/TIA 568B).

Warranty:

- S & M Communications will warranty all work for a period of two years.

Fee Schedule

Material	$ 800.00
Labor	$ 400.00
Tax	$ N/A
Total	$1,200.00

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 ave 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 expire 90 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid $1,200.00 for completion of the service as prescribed in Article 1 - Scope of Services.

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.

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

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of **Contract No. 091312,** 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: 10/9/12

SM COMMUNICATIONS

Signature

Steven Madrid

Print Name

Date: 10/26/12

APPROVED AS TO FORM

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

ATTACHMENT "A"

S M Communications

3820 W. Happy Valley Rd #141-402, Glendale Arizona 85310
Phone:(602)-620-7446 Fax:(623)-533-6701
Mark Soria - msoria@smcommunicationsaz.com

Customer Information:
Gila County

Date: 08/29/12
Quote Expires 09/29/12
ROC229723

Attn: Shawn Stevenson
Ref: Star Valley

Scope of Work

Public Works – Star Valley Complex:

- Install 50' of Wiremold aluminum raceway
- Install (2) HDMI Cables.
- Install (2) HDMI Faceplates.
- Install (2) 1 Meter HDMI Cable.
- Install (1) Category 5E Data Drop

Specifications:

- All cable will be installed in accordance with building industry standards (EIA/TIA 568B)
- All cable installed above grid ceiling will run true to building lines (not on angles)
- All cable will be neatly bundled in groups and Velcro wrapped.

Testing and labeling:

- All cables will be labeled and tested to verify they exceed industry standards (EIA/TIA 568B).

Warranty:

- S & M Communications will warranty all work for a period of two years.

Standards Terms and conditions

Any alterations from the above specifications may result in an increase in cost. No work that will result in a change to the total bid will be preformed until a written notice is received by S&M Communications. Payment terms are net at receipt of invoice.

Material:	$ 800.00
Labor Total:	$ 400.00
Tax	$ N/A
Total:	$ 1,200.00

Customer Signature: _____ Date: _____

In acceptance of the above estimate, please sign, date, and Fax it along with your purchase order to S&M communications at 623-533-6701. Thank you.

SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

SERVICE INFORMATION

CUSTOMER NAME: GILA COUNTY HEALTH SERVICES - GLOBE
ADDRESS: 5515 S. APACE AVE. STE. 100
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928) 402-8807
CONTACT:
TITLE:

BILLING INFORMATION

CUSTOMER NAME: GILA COUNTY FIANCE DEPT
ADDRESS 5515 S. APACHE BLVD STE. 100
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928) 402-8811
PURCHASE ORDER #
CONTACT: CHUCK TURNEY
TITLE:

SERVICE DESCRIPTION

SERVICE BEGINS ON: ____/____/____

CONTAINERS: QUANTITY: 1 TYPE: 48 GALLON W/LINER

RATES: $83.00 FIRST 48 GALLON W/ LINER - $35.00 EACH ADDITIONAL 48 GALLON CONTAINER - (SAME DAY PICKUP) - $.75 @ LINER - $1.00 FUEL SURCHARGE

EXISTING WASTE:

SERVICE INTERVAL: BI-MONTHLY SERVICE HOURS: M-F 8-5

SPECIAL INSTRUCTIONS:

DATE OF AGREEMENT: 10/24/12 NEW ____ RENEWAL ✓ (1 2 3) ADDITIONAL SITE ____

TERMS AND CONDITIONS

BY SIGNING IN THE SPACE PROVIDED BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND THAT CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS ABOVE AND BELOW ON THIS PAGE.

"CONTRACTOR"

HEALTHCARE MEDICAL WASTE SERVICES
HEALTHCARE MEDICAL WASTE SERVICES

BY (SIGNATURE) Sallie Wickins
NAME: SALLIE WICKINS
TITLE: OFFICE ASSISTANT

"CUSTOMER"

GILA COUNTY HEALTH SERVICES - GLOBE
CUSTOMER NAME

BY (SIGNATURE) 11/6/12
NAME: DON E. McDANIEL, JR.
TITLE: COUNTY MANAGER

Scope of Services: Health Care Medical Waste Services (hereafter referred to as "HMWS") agrees to provide all treated and untreated Bio-Medical waste removal services to customer as indicated above at customer's address. HMWS shall dispose of the waste in such manner as required by Federal, State, and local regulations.

Term, Suspension and Termination: The initial term of this agreement shall be for a period of twelve (12) months, and shall automatically continue thereafter for successive terms of twelve (12) months. Contractor and Customer shall have the right to terminate this agreement as of the end of the initial term or any successive term effective upon sixty (60) days prior written notice (by certified mail) to the other. In the event Customer terminates services hereunder or this agreement prior to expiration of the term hereof or fails to perform in accordance with any provision of this agreement. Contractor shall have, without limitation, all rights and remedies provided at law or in equity, as well as the following: (A) Contractor may terminate this agreement and recover the following amount which the parties hereby acknowledge constitutes Contractor's liquidated damages and not a penalty; the greater of: (a) twenty percent (20%) of the Customer's average monthly charge multiplied by the number of months (including partial months) remaining until the expiration of the then current term of the agreement, or (b) $800. (B) Contractor may suspend this agreement until all defaults are cured by Customer, recover any damages sustained thereby, and, upon the the curing of all defaults by Customer, reinstate service pursuant to this agreement for the remainder of the term. Under such circumstances, the term shall not be extended for the period of such suspension. In addition, in the event Customer fails to pay Contractor any amounts due hereunder, or otherwise fails to perform this Agreement, and Contractor refers such matter to an attorney, Customer agrees to pay in addition to other amounts adjudged due, any and all costs incurred by Contractor as a result of such action, including costs of court and to the extent permitted by law, reasonable attorneys' fees.

Payment Terms: HMWS shall submit an invoice to Customer for services as established above plus all applicable taxes. Customer agrees to make payment of such invoice within thirty (30) days after date thereof. Any payments not received within thirty (30) days of invoice date, will be considered past due. All invoices are payable in full without abatement or setoff.

In the event the Customer fails to pay HMWS all amounts which become due under this agreement, or fails to perform its obligations hereunder, should HMWS refer such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by HMWS as a result of such action, including a reasonable attorney's fee.

Binding Effect: This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

1-YR WITH OPTION TO RENEW

Notwithstanding any other provisions of this agreement to the contrary, it shall be HMWS right to sub-contract any aspect of its services.

Packaging Supplies: All packaging supplies furnished by HMWS shall be under custody and control of Customer, and Customer accepts responsibility for supplies. Supplies shall at all times remain sole property of HMWS. Any container which is damaged or lost will be replaced by Customer at Customer's expense. Customer is solely responsible for properly and lawfully packaging, labeling, and storing Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Contractor. Customer agrees that all containers supplied to Customer by Contractor, shall be collected and disposed of only by Contractor or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Contractor reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Biomedical Waste which, in Contractor's judgement, it cannot transport, treat or dispose of in a lawful manner or without a risk or harm to public health or the environment. Improperly packaged, leaking, overweight or damaged containers are subject to rejection or to the off-specification charges for repackaging and/or special handing. No containers will be picked up that are wet or leaking.

Force Majeure: HMWS shall not be liable for loss, damage, detention, or delay nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other action of workmen, act or any omission of any governmental authority, or of the Customer, insurrection or riot.

Default: HMWS may terminate this agreement without notice if customer: (a) Fails to make payment required within thirty (30) days of due date; (b) Files a petition in bankruptcy or proceedings in bankruptcy are instituted against Customer and not dismissed or any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or recognition act, or a receiver is appointed, or Customer shall make assignment for the benefit of creditors, or; (c) Otherwise breaches any of the terms and conditions hereof. Upon termination of this agreement, HMWS shall be entitled to exercise all rights and remedies provided by law or equity and Customer shall pay, in addition to any damages, reasonable attorney's fees.

Hazardous, Toxic or Dangerous Waste: CUSTOMER SHALL NOT TENDER TO HMWS ANY BIO-MEDICAL WASTE THAT IS OR CONTAINS: (1) a HAZARDOUS SUBSTANCE as that term is defined in Section 101 (4) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) or either by characteristic or listing, is deemed to be a hazardous substance under any applicable Federal, State or Local Law, (ii) "hazardous waste" as that term is described under the Resource Conservation and Recovery Act ("RCRA"), (iii) a radioactive substance, (iv) a volatile or explosive substance, or (v) a toxic substance. Customer agrees to indemnify and hold HMWS, its directors, officers, and employees harmless from and against any and all liability, cost damage, fine or other expense, including attorney's fees, resulting from Customer's disposition of hazardous, toxic or dangerous waste in violation of this agreement.

SUBJECT TO ATTACHMENT "A"

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

APPROVED AS TO FORM:

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

HEALTHCARE MEDICAL WASTE SERVICES:

Sallie Wickins
Individual Authorized to Sign

SALLIE WICKINS
Print Name

OFFICE ASSISTANT
Title

10-24-12
Date

SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

SERVICE INFORMATION

CUSTOMER NAME: GILA COUNTY INJURY PREVENTION - GLOBE
ADDRESS: 5515 S. APACHE BLVD STE 100
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928) 402-8811
CONTACT: CHUCK TURNEY
TITLE: FAX 425-0794

BILLING INFORMATION

CUSTOMER NAME:
ADDRESS SAME
CITY: STATE:
ZIP: PHONE: ( )
PURCHASE ORDER #
CONTACT:
TITLE:

SERVICE DESCRIPTION

SERVICE BEGINS ON: / /
CONTAINERS: QUANTITY: 1 TYPE: 48 GALLON W/ LINER
RATES: $83.00 FIRST 48 GALLON CONTAINER - $35.00 FOR EACH ADDITIONAL 48 GALLON CONTAINER (SAME DAY PICKUP) - $.75 @ LINER - $1.00 FUEL SURCHARGE
EXISTING WASTE:
SERVICE INTERVAL: BI-MONTHLY SERVICE HOURS: M-F 8-5
SPECIAL INSTRUCTIONS:

DATE OF AGREEMENT: 10/24/12 NEW X RENEWAL ADDITIONAL SITE
1 2 3

TERMS AND CONDITIONS

BY SIGNING IN THE SPACE PROVIDED BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND THAT CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS ABOVE AND BELOW ON THIS PAGE.

"CONTRACTOR"	"CUSTOMER"
HEALTHCARE MEDICAL WASTE SERVICES	GILA COUNTY INJURY PREVENTION
HEALTHCARE MEDICAL WASTE SERVICES	CUSTOMER NAME
BY (SIGNATURE) Sallie Wickins	BY (SIGNATURE) 11/6/12
NAME: SALLIE WICKINS	NAME: DON E. McDANIEL, JR.
TITLE: OFFICE ASSISTANT	TITLE: COUNTY MANAGER

Scope of Services: Health Care Medical Waste Services (hereafter referred to as "HMWS") agrees to provide all treated and untreated Bio-Medical waste removal services to customer as indicated above at customer's address. HMWS shall dispose of the waste in such manner as required by Federal, State, and local regulations.

Term, Suspension and Termination: The initial term of this agreement shall be for a period of twelve (12) months, and shall automatically continue thereafter for successive terms of twelve (12) months. Contractor and Customer shall have the right to terminate this agreement as of the end of the initial term or any successive term effective upon sixty (60) days prior written notice (by certified mail) to the other. In the event Customer terminates services hereunder or this agreement prior to expiration of the term hereof or fails to perform in accordance with any provision of this agreement. Contractor shall have, without limitation, all rights and remedies provided at law or in equity, as well as the following: (A) Contractor may terminate this agreement and recover the following amount which the parties hereby acknowledge constitutes Contractor's liquidated damages and not a penalty; the greater of: (a) twenty percent (20%) of the Customer's average monthly charge multiplied by the number of months (including partial months) remaining until the expiration of the then current term of the agreement, or (b) $500. (B) Contractor may suspend this agreement until all defaults are cured by Customer, recover any damages sustained thereby and, upon the the curing of all defaults by Customer, reinstate service pursuant to this agreement for the remainder of the term. Under such circumstances, the term shall not be extended for the period of such suspension. In addition, in the event Customer fails to pay Contractor any amounts due hereunder, or otherwise fails to perform this Agreement, and Contractor refers such matter to an attorney, Customer agrees to pay in addition to other amounts adjudged due, any and all costs incurred by Contractor as a result of such action, including costs of court and to the extent permitted by law, reasonable attorneys' fees.

Payment Terms: HMWS shall submit an invoice to Customer for services as established above plus all applicable taxes. Customer agrees to make payment of such invoice within thirty (30) days after date thereof. Any payments not received within thirty (30) days of invoice date, will be considered past due. All invoices are payable in full without abatement or setoff.

In the event the Customer fails to pay HMWS all amounts which become due under this agreement, or fails to perform its obligations hereunder, should HMWS refer such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by HMWS as a result of such action, including a reasonable attorney's fee.

Binding Effect: This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

1-YR WITH OPTION TO RENEW

Notwithstanding any other provisions of this agreement to the contrary, it shall be HMWS right to sub-contract any aspect of its services.

Packaging Supplies: All packaging supplies furnished by HMWS shall be under custody and control of Customer, and Customer accepts responsibility for supplies. Supplies shall at all times remain sole property of HMWS. Any container which is damaged or lost will be replaced by Customer at Customer's expense. Customer is solely responsible for properly and lawfully packaging, labeling, and storing Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Contractor. Customer agrees that all containers supplied to Customer by Contractor, shall be collected and disposed of only by Contractor or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Contractor reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Biomedical Waste which, in Contractor's judgement, it cannot transport, treat or dispose of in a lawful manner or without a risk or harm to public health or the environment. Improperly packaged, leaking, overweight or damaged containers are subject to rejection or to the off-specification charges for repackaging and/or special handling. No containers will be picked up that are wet or leaking.

Force Majeure: HMWS shall not be liable for loss, damage, detention, or delay nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other action of workmen, act or any omission of any governmental authority, or of the Customer, insurrection or riot.

Default: HMWS may terminate this agreement without notice if customer: (a) Fails to make payment required within thirty (30) days of due date; (b) Files a petition in bankruptcy or proceedings in bankruptcy are instituted against Customer and not dismissed or any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or recognition act, or a receiver is appointed, or Customer shall make assignment for the benefit of creditors, or; (c) Otherwise breaches any of the terms and conditions hereof. Upon termination of this agreement, HMWS shall be entitled to exercise all rights and remedies provided by law or equity and Customer shall pay, in addition to any damages, reasonable attorney's fees.

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SUBJECT TO ATTACHMENT "A"

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

APPROVED AS TO FORM:

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

HEALTHCARE MEDICAL WASTE SERVICES:

Individual Authorized to Sign

SALLIE WICKINS
Print Name

OFFICE ASSISTANT
Title

10-24-12
Date

SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

SERVICE INFORMATION

CUSTOMER NAME: GILA COUNTY
HEALTH SERVICES - PAYSON
ADDRESS: 107 W. FRONTIER STE. A
CITY: PAYSON STATE: AZ
ZIP: 85541 PHONE: (928) 402-8807
CONTACT:
TITLE:

BILLING INFORMATION

CUSTOMER NAME: GILA COUNTY FIANCE DEPT
ADDRESS 5515 S. APACHE BLVD. STE. 100
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928) 402-8811
PURCHASE ORDER #
CONTACT: CHUCK TURNEY
TITLE:

SERVICE DESCRIPTION

SERVICE BEGINS ON: ___/___/___

CONTAINERS: QUANTITY: 1 TYPE: 48 GALLON W/ LINER

RATES: $83.00 FIRST 48 GALLON CONTAINER - $35.00 EACH ADDITIONAL 48 GALLON CONTAINER - (SAME DAY PICKUP) $.75 @ LINER - $1.00 FUEL SURCHARGE

EXISTING WASTE:

SERVICE INTERVAL: BI-MONTHLY SERVICE HOURS: M-F 8-5

SPECIAL INSTRUCTIONS:

DATE OF AGREEMENT: 10/24/12 NEW ___ RENEWAL X ADDITIONAL SITE ___
1 2 3

TERMS AND CONDITIONS

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"CONTRACTOR"

Healthcare Medical Waste Services
HEALTHCARE MEDICAL WASTE SERVICES

BY (SIGNATURE) Sallie Wilkins
NAME: SALLIE WILKINS
TITLE: OFFICE ASSISTANT

"CUSTOMER"

GILA COUNTY HEALTH SERVICES - PAYSON
CUSTOMER NAME

BY (SIGNATURE) 11/6/12
NAME: DON E. MCDANIEL, JR.
TITLE: COUNTY ATTORNEY

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(1) YEAR WITH OPTION TO RENEW

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ATTACHMENT "A"

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Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

APPROVED AS TO FORM:

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

HEALTHCARE MEDICAL WASTE SERVICES:

Sallie Wickins
Individual Authorized to Sign

SALLIE WICKINS
Print Name

OFFICE ASSISTANT
Title

10-24-12
Date

SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

SERVICE INFORMATION

CUSTOMER NAME: GILA COUNTY
INJURY PREVENTION - PAYSON
ADDRESS: 107 W. FRONTIER STE. A
CITY: PAYSON STATE: AZ
ZIP: 85541 PHONE: ( )
CONTACT:
TITLE:

BILLING INFORMATION

CUSTOMER NAME: GILA COUNTY FINANCE DEPT
ADDRESS 5515 S. APACHE Blvd. Ste 100
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928) 402-8811
PURCHASE ORDER #
CONTACT: CHUCK TURNEY
TITLE:

SERVICE DESCRIPTION

SERVICE BEGINS ON: / /
CONTAINERS: QUANTITY: 1 TYPE: 48 GALLON W/ LINER
RATES: $83.00 FIRST 48 GALLON CONTAINER - $35.00 EACH ADDITIONAL 48 GALLON CONTAINER (SAME DAY PICKUP) $.75 @ LINER - $1.00 FUEL SURCHARGE
EXISTING WASTE:
SERVICE INTERVAL: Bi-Mo SERVICE HOURS: M-F 8-5
SPECIAL INSTRUCTIONS:

DATE OF AGREEMENT: 10/24/12 NEW X RENEWAL (1 2 3) ADDITIONAL SITE X

TERMS AND CONDITIONS

BY SIGNING IN THE SPACE PROVIDED BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND THAT CUSTOMER IS BOUND BY THE TERMS AND CONDITIONS ABOVE AND BELOW ON THIS PAGE.

"CONTRACTOR"
Healthcare Medical Waste Services
HEALTHCARE MEDICAL WASTE SERVICES
BY (SIGNATURE) Sallie Wickins
NAME: SALLIE WICKINS
TITLE: OFFICE ASSISTANT

"CUSTOMER"
GILA COUNTY INJURY PREVENTION - PAYSON
CUSTOMER NAME
BY (SIGNATURE) 11/6/12
NAME: DON E. McDANIEL, JR.
TITLE: COUNTY MANAGER

Scope of Services: Health Care Medical Waste Services (hereafter referred to as "HMWS") agrees to provide all treated and untreated Bio-Medical waste removal services to customer as indicated above at customer's address. HMWS shall dispose of the waste in such manner as required by Federal, State, and local regulations.

Term, Suspension and Termination: The initial term of this agreement shall be for a period of twelve (12) months, and shall automatically continue thereafter for successive terms of twelve (12) months. Contractor and Customer shall have the right to terminate this agreement as of the end of the initial term or any successive term effective upon sixty (60) days prior written notice (by certified mail) to the other. In the event Customer terminates services hereunder or this agreement prior to expiration of the term hereof or fails to perform in accordance with any provision of this agreement. Contractor shall have, without limitation, all rights and remedies provided at law or in equity, as well as the following: (A) Contractor may terminate this agreement and recover the following amount which the parties hereby acknowledge constitutes Contractor's liquidated damages and not a penalty; the greater of: (a) twenty percent (20%) of the Customer's average monthly charge multiplied by the number of months (including partial months) remaining until the expiration of the then current term of the agreement, or (b) $500. (B) Contractor may suspend this agreement until all defaults are cured by Customer, recover any damages sustained thereby, and, upon the the curing of all defaults by Customer, reinstate service pursuant to this agreement for the remainder of the term. Under such circumstances, the term shall not be extended for the period of such suspension. In addition, in the event Customer fails to pay Contractor any amounts due hereunder, or otherwise fails to perform this Agreement, and Contractor refers such matter to an attorney, Customer agrees to pay in addition to other amounts adjudged due, any and all costs incurred by Contractor as a result of such action, including costs of court and to the extent permitted by law, reasonable attorneys' fees.

Payment Terms: HMWS shall submit an invoice to Customer for services as established above plus all applicable taxes. Customer agrees to make payment of such invoice within thirty (30) days after date thereof. Any payments not received within thirty (30) days of invoice date, will be considered past due. All invoices are payable in full without abatement or setoff.

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Binding Effect: This agreement shall bind and inure to the benefit of the parties and their respective successors and assigns.

Notwithstanding any other provisions of this agreement to the contrary, it shall be HMWS right to sub-contract any aspect of its services.

1-4 R with Option to Renew

Packaging Supplies: All packaging supplies furnished by HMWS shall be under custody and control of Customer, and Customer accepts responsibility for supplies. Supplies shall at all times remain sole property of HMWS. Any container which is damaged or lost will be replaced by Customer at Customer's expense. Customer is solely responsible for properly and lawfully packaging, labeling, and storing Biomedical Waste. Customer shall store Biomedical Waste in containers supplied or approved by Contractor. Customer agrees that all containers supplied to Customer by Contractor, shall be collected and disposed of only by Contractor or its designated representatives. The storage of Biomedical Waste shall be confined to an area on Customer's premises to which only authorized personnel shall have access. Contractor reserves the right to decline to accept for collection, transportation, treatment and/or disposal any Biomedical Waste which, in Contractor's judgement, it cannot transport, treat or dispose of in a lawful manner or without a risk or harm to public health or the environment. Improperly packaged, leaking, overweight or damaged containers are subject to rejection or to the off-specification charges for repackaging and/or special handing. No containers will be picked up that are wet or leaking.

Force Majeure: HMWS shall not be liable for loss, damage, detention, or delay nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other action of workmen, act or any omission of any governmental authority, or of the Customer, insurrection or riot.

Default: HMWS may terminate this agreement without notice if customer: (a) Fails to make payment required within thirty (30) days of due date; (b) Files a petition in bankruptcy or proceedings in bankruptcy are instituted against Customer and not dismissed or any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or recognition act, or a receiver is appointed, or Customer shall make assignment for the benefit of creditors, or; (c) Otherwise breaches any of the terms and conditions hereof. Upon termination of this agreement, HMWS shall be entitled to exercise all rights and remedies provided by law or equity and Customer shall pay, in addition to any damages, reasonable attorney's fees.

Hazardous, Toxic or Dangerous Waste: CUSTOMER SHALL NOT TENDER TO HMWS ANY BIO-MEDICAL WASTE THAT IS OR CONTAINS: (1) a HAZARDOUS SUBSTANCE as that term is defined in Section 101 (4) of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA) or either by characteristic or listing, is deemed to be a hazardous substance under any applicable Federal, State or Local Law, (ii) "hazardous waste" as that term is described under the Resource Conservation and Recovery Act ("RCRA"), (iii) a radioactive substance, (iv) a volatile or explosive substance, or (v) a toxic substance. Customer agrees to indemnify and hold HMWS, its directors, officers, and employees harmless from and against any and all liability, cost damage, fine or other expense, including attorney's fees, resulting from Customer's disposition of hazardous, toxic or dangerous waste in violation of this agreement.

SUBJECT TO ATTACHMENT "A"

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

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

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

APPROVED AS TO FORM:

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

HEALTHCARE MEDICAL WASTE SERVICES:

Sallie Wickins
Individual Authorized to Sign

SALLIE WICKINS
Print Name

OFFICE ASSISTANT
Title

10-24-12
Date

SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

SERVICE INFORMATION

CUSTOMER NAME: GILA COUNTY JUVENILE DETENTION HOME
ADDRESS: 1425 SOUTH EAST STREET
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928) 425-7971 X45
CONTACT: ANITA
TITLE:

BILLING INFORMATION

CUSTOMER NAME: GILA COUNTY FINANCE DEPT
ADDRESS 1400 ASH STREET
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: ( )
PURCHASE ORDER #
CONTACT:
TITLE:

SERVICE DESCRIPTION

SERVICE BEGINS ON: ___/___/___

CONTAINERS: QUANTITY: 1 TYPE: 32 GALLON W/liner

RATES: $73.00 FIRST 32 GALLON CONTAINER - $28.00 EACH ADDITIONAL 32 GALLON CONTAINER - (SAME-DAY PICK-UP) $.75 @ LINER - $1.00 FUEL SURCHARGE

EXISTING WASTE:

SERVICE INTERVAL: MONTHLY SERVICE HOURS: 24/7

SPECIAL INSTRUCTIONS: X RDS SOUTH & ASH

DATE OF AGREEMENT: 10/22/12 NEW X RENEWAL ___ (1 2 3) ADDITIONAL SITE ___

TERMS AND CONDITIONS

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"CONTRACTOR"

HealthCare Medical Waste Services
HEALTHCARE MEDICAL WASTE SERVICES

BY (SIGNATURE) Sallie Wickins
NAME: SALLIE WICKINS
TITLE: OFFICE ASSISTANT

"CUSTOMER"

GILA COUNTY JUVENILE DETENTION Hm
CUSTOMER NAME

BY (SIGNATURE) Don E. McDaniel Jr. 11/6/12
NAME: DON E. McDANIEL, JR.
TITLE: COUNTY MANAGER

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1 YEAR W/ OPTION TO RENEW

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GILA COUNTY:

APPROVED AS TO FORM:

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

HEALTHCARE MEDICAL WASTE SERVICES:

Sallie Wilkins
Individual Authorized to Sign

SALLIE WILKINS
Print Name

OFFICE ASSISTANT
Title

10-22-12
Date

SERVICE AGREEMENT

P.O. Box 10958 • Casa Grande, Arizona • 85230-0958 • Telephone: 520-316-9207 • Fax: 520-316-9208

SERVICE INFORMATION

CUSTOMER NAME: GILA COUNTY SHERIFF DEPT (JAIL)
ADDRESS: 1100 South Street
CITY: Globe STATE: AZ
ZIP: 85501 PHONE: (928) 402-1875
CONTACT: Sandy Estrada
TITLE:

BILLING INFORMATION

CUSTOMER NAME: Gila County FINANCE DEPT
ADDRESS 1400 ASH STREET
CITY: GLOBE STATE: AZ
ZIP: 85501 PHONE: (928)
PURCHASE ORDER #
CONTACT:
TITLE:

SERVICE DESCRIPTION

SERVICE BEGINS ON: ____/____/____

CONTAINERS: QUANTITY: 2 TYPE: 48 GALLON W/ LINERS

RATES: $83.00 FIRST 48 GALLON CONTAINER - $35.00 EACH ADDITIONAL 48 GALLON CONTAINER + $.75 @ LINER - $1.00 FUEL SURCHARGE (SAME DAY PU)

EXISTING WASTE:

SERVICE INTERVAL: MONTHLY SERVICE HOURS: 24/7

SPECIAL INSTRUCTIONS: X Rds 7TH STREET & SOUTH STREET

DATE OF AGREEMENT: 10/22/12 NEW X RENEWAL ____ ADDITIONAL SITE ____ (1 2 3)

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Healthcare Medical Waste Services
HEALTHCARE MEDICAL WASTE SERVICES

BY (SIGNATURE) Sallie Wickins
NAME: SALLIE WICKINS
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"CUSTOMER"

GILA COUNTY SHERIFF DEPT. (JAIL)
CUSTOMER NAME

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GILA COUNTY:

APPROVED AS TO FORM:

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

HEALTHCARE MEDICAL WASTE SERVICES:

Sallie Wilkins
Individual Authorized to Sign

SALLIE WILKINS
Print Name

OFFICE ASSISTANT
Title

10-22-12
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. 061512
PINE ARIZONA BUILDING REMOVAL

THIS AGREEMENT, made and entered into this 06TH ay of NOVEMBER 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and Payson Concrete and Materials Inc., of the City of Payson, State of Arizona, hereinafter designated the Engineer.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Director or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work:

Contractor will provide material and labor to perform the demolition with material salvage rights of a building located in the suburban area of the town of Pine. Attachment "A" is to become a binding part of this service agreement as specified in Quote Request No. 061512QR.

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** or email to Jeannie Sgroi at dsgroi@co.gila.az.us. 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 beauthorized 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 workingon this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13– TERM: Contract shall be effective date signed by the County Manager and expires ninety (90) calendar days after the receipt of Purchase Order by Contractor.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid a flat fee of $ 3,200.00 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the Contractor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 061512 *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: 11/6/12

PAYSON CONCRETE AND MATERIALS INC.

Signature

Dallas R Randall

Print Name

Date: 10-29-12

APPROVED AS TO FORM

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

ATTACHMENT "A"

[illegible]

[illegible] questions concerning this quote request contact Jerry Farr, (928)970-0876

[illegible] concerning quote [illegible] contact Jeannie Sgroi, (928)40[illegible]-8612.

[illegible] CONTRACT #06[illegible]

[illegible] quotes are opened they will be compared on the basis of the lump sum amount

[illegible] will be required to enter into a service agreement with Gila County. The quote [illegible] become a binding part of the service agreement as set forth herein.

[illegible] of a contract to make the County reserves the right to reject any or all quotes, waive [illegible], if such waiver is in the best interest of the County and is in conformance with [illegible] and local laws or regulations pertaining to the letting of construction contracts. [illegible] can be to promote the County's best interests.

[illegible] SCHEDULE

[illegible] No. 06[illegible] Building Removal, Pine, AZ

[illegible] provide all [illegible] and material necessary to complete the project as shown in the scope of [illegible] contract price.

Dallas Randall

[illegible] NAME Payson Concrete [signature]

[illegible] NUMBER (928) 978-4213 EMAIL ADDRESS Panexc@gmail.com

[illegible] CONTRACT PRICE for the sum of $ 3200.00

[illegible] CONTRACT PRICE Thirty two hundred Dollars

[illegible] 00 Cents.

[illegible] amount shall include all taxes
[illegible] shall be levied against labor

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

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

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

GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr.,, County Manager,
1400 E. Ash St., Globe, AZ 85501
Phone (928) 425-3231 Ext.8761

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

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

SERVICE AGREEMENT NO. 122011
PEST CONTROL SERVICE FOR NORTHERN GILA COUNTY
BETWEEN
GILA COUNTY AND ATOMIC PEST CONTROL, LLC

AMENDMENT NO. 1

Effective January 01, 2012, Gila County and Atomic Pest Control, LLC, entered into a contract whereby Atomic Pest Control LLC would provide routine pest control exterminating services for Northern Gila County facilities.

The contract expires December 31, 2012. Per page 6, Article 14, of the contract, Gila County may agree to renew the contract for as many as two (2) additional one (1) year periods.

Amendment No. 1 will allow the contract term to be extended one (1) year from January 01, 2013, to December 31, 2013. Total annual compensation of contract shall not exceed $3,700.00.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 06 TH day of NOVEMBER, 2012.

GILA COUNTY :
GILA COUNTY MANAGER

Don E McDaniel Jr 11/6/12
Don E. McDaniel Jr.

CONTRACTOR:
ATOMIC PEST CONTROL LLC

John Beebe

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
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Don E. McDaniel Jr., County Manager
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Joseph T. Heatherly, Finance Director
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FAX (928) 425-0319
TTY: 7-1-1

SERVICE AGREEMENT NO. 122011

PEST CONTROL SERVICE FOR NORTHERN GILA COUNTY

THIS AGREEMENT, made and entered into this 18th day of January, 2012, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and **Atomic Pest Control, LLC**, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide routine pest control exterminating services for Northern Gila County facilities in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

The Contractor shall:

- Provide all personnel, equipment, materials, supplies, services and supervision necessary for the successful and timely completion of pest control services for southern Gila County facilities;
- Provide experienced, trained and responsible personnel to perform the required service. (Contractor and its employees working on this contract may be subject to a background check conducted by the County to ensure that no employee working at county facilities has any felony convictions, misdemeanors involving theft or dishonesty, is currently on probation for any crime, or has any current charges that could subject the employee to incarceration in the Gila County Jail);
- Perform all work in a safe manner and in accordance with current regulations;
- Ensure that no chemicals are stored at any facility;
- Treat each location with pesticides on the exterior and interior at each visit whether scheduled or a call back (Callbacks during the same period shall not be an extra charge);
- Adhere to all pesticide labels and all applicable requirements, laws and regulations;
- Mix and apply all chemicals according to the directions on the label and all accompanying or referenced literature;
- Use only pesticides which have been registered by the Environmental Protection Agency (EPA) and the Arizona State Chemist; and
- Provide the LOC Material Safety Data Sheets (MSDS) for all chemicals which are being used at the service location.

All work under this agreement shall be performed after 5:00 pm (Preferably Fridays), unless otherwise requested by the County.

LICENSURE/CERTIFICATION COMPLIANCE

Contractor shall:

- Be licensed by the Arizona Office of Pest Management;
- Ensure each employee has a current Arizona State Application License;
- Maintain all applicable City, County, State, and Federal required licenses; and
- Have no felony convictions of any kind, misdemeanors involving theft or dishonesty, or be currently on probation for any crime.

SERVICED LOCATIONS AND FEE'S

- Refer to **Attachment "A"** by mention made a binding part of this agreement.

The County shall have the option to add or remove locations as needed during the term of the agreement. The Contractor will be given a written notice by the County, if the County so chooses to make such changes. If locations are removed and added, fees shall be negotiated at that time, completed as a change order to the contract, and must have County Manager approval.

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. Policy shall be endorsed to **include master key coverage.**
   b. 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".**
   c. Policy shall be endorsed to **include coverage for "care-custody-control".**

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.

4. **Fidelity Bond or Crime Insurance**
   Bond or Policy Limit $ 50,000.00
   a. The bond or policy shall be issued with limits of 50% of the contract value or $50,000 - whichever amount is greater.
   b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
   c. The bond or policy shall **include coverage for third party fidelity.**
   d. The bond or policy shall **include coverage for extended theft and mysterious disappearance.**
   e. The bond or policy **shall not contain a condition requiring an arrest and conviction.**

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.

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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.

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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 **January 1, 2012,** and continue in full force and effect up through and including **December 31, 2012**, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the 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 pursuant to the attached payment schedule but in no event shall payment exceed **$3,700.00** 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

The Arizona State Library, Archives and Public Records requires that the following information must also be included with each invoice and be retained for five (5) years.

- Name of Pesticide Used at Location
- Pesticide Manufacture
- Mixture & Application Rates Used at Location
- Time of Day Applied

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 Accounts Payable Department 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. 122011**, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 1/18/12

ATOMIC PEST CONTROL, LLC

Signature

Print Name

Date: 12-20-11

APPROVED AS TO FORM

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

Attachment "A" - PRICE SHEET

Northern Gila County Locations

Contractor Name: Atomic Pest Control, LLC

Phone No.: 928-474-3991 **Email Address:** diane@atomicpestcontrol.com

QUARTERLY - SERVICED LOCATIONS		
Location	**Square Foot**	***Cost Proposed**
Star Valley Roads Office Mile Post 257 Highway 260	2,344	$ 50.00
Star Valley Shop Office Mile Post 257 Highway 260	17,040	$ 140.00
Administration Building 610 E. Hwy 260, Payson	6,500	$ 80.00
Courthouse Complex 714 S. Beeline Hwy, Payson	13,983	$ 150.00
Assessors/Recorders Office 201 W. Frontier, Payson	1,896	$ 60.00
Health Department Office 107 W. Frontier, Payson	4,298	$ 40.00

MONTHLY - SERVICED LOCATIONS		
Location	**Square Foot**	***Cost Proposed**
Sheriff's Office/Jail 108 W. Main, Payson	7,340	$ 70.00

OTHER COSTS		
Cost for service performed outside of the routine monthly/quarterly service. (Attach information if necessary.)		$ TBD

NOTE: Cost shall include all applicable taxes and travel. Taxes shall not be levied on labor.

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. 8753

GILA COUNTY

www.gilacountyaz.gov

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

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

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

PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 102312

CLINE BOULEVARD SIGNING AND STRIPING PLANS

THIS AGREEMENT, made and entered into this 06TH day of NOVEMBER, **2012**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY,** and C.L. Williams Consulting, Inc. of the City of Pinetop, County of Navajo, State of Arizona, hereinafter designated the **ENGINEER**.

WITNESSETH: That the **Engineer**, for and in consideration of the sum to be paid him by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The County has requested the **Engineer** to prepare a scope of services to provide engineering services related to preparing signing and striping plans for Cline Boulevard (FR 423) commencing from A Cross Road north to Greenback Road for a distance of nearly eight miles. The posted speed limit will be 35 miles per hour and depending on the as-built width of the roadway, white edge lane lines may be commended by CLW. If sufficient width is not available then center line stripes will be the most prominent feature of the striping plan.

CLW proposes to complete the Cline Boulevard Signing & Striping Plan in accordance with the following Scope of Services:

Task 1: Data Collection, Coordination and Meetings
The work under this task will include all necessary field reconnaissance and obtain and review data necessary for this project. Traffic counts will not be required for this project as the roadway typical section and design speed has been established by the County (i.e., staff direction).

Other data/information to be collected and reviewed, as provided by the County, may be aerial photography.

Given the type of proposed improvements utility information does not appear to be necessary for this project and therefore will not be included within this scope of services. However, field survey, to be performed and provided to CLW by the County of: the roadway centerline and intersecting streets.

Also included within this task are the following meetings:

1. Kickoff Meeting,
2. Up to (2) two Progress Meetings to discuss elements relative to this project (likely held at the 60- and 90-percent design level). The Progress Meetings may be held in Tonto Basin with a field visit afterward if necessary.

The CLW Project Manager will attend all meetings and inform the County by telephone, fax or e-mail on progress relating to the project. E-mail correspondence will be followed by a letter informing the County concerning such matters that are of major and/or significant project elements. Additional meeting(s) including Utility, Public and/or BOS may be added by the County as an additional service if the County so desires.

Task 2: Signing and Striping Plans
CLW will develop Signing and Striping plans at a 1"=50' horizontal scale in a plan view over plan view format (i.e., no profile sheets) and will include all necessary construction notes. Detail sheets are not required for this project and only a simplified typical section may be provided as necessary. The estimated number of sheets required for this project will therefore be 12 sheets.

Task 3: Bid Documents
Production of a Biddable Document is not required for this project and therefore is not provided.

Task 4: Progress Submittals, Estimates and Deliverables
Submittals will include one electronic submittal to the County at each submittal stage:

- **Initial Design Submittal (60% Design Level)**
    - Survey centerline of roadway
    - Preliminary Signing & Striping
    - Preliminary Typical Section sheet, if necessary
- **Pre-Final Plan Submittal (90% Design Level)**
    - Revised Signing & Striping

- **Final Plan Submittal (100% Level)**
    - Final Signing & Striping

The final submittal will consist of: one electronic (1) copy (i.e., in Adobe Acrobat format) of the 24"x36" Final Construction Improvement Plan.

ASSUMPTIONS USED TO DEVELOP THIS SCOPE

The following assumptions were used to develop the above scope of this project.

1. Aerial photography of the entire project will be provided to CLW by the County.
2. Right of way information including the location of any property or construction benchmark monumentation will not be considered for this project.
3. The location of utility systems within the study area, including any bluestake markings will not be necessary for this project. The design of any utility relocation is not required.
4. The design vehicle is not necessary for this project.
5. All necessary environmental, FEMA, NEPA, SHPO, ADEQ, EPA, U.S. Army of Corps...etc. permitting, planning and coordination will not be required of CLW for this project.

SCHEDULE & FEES

Upon receipt of the Notice to Proceed and all requested information (see Task 1 and assumptions) to be provided to CLW by the County, it is anticipated that completion of this study will take 45 calendar days, assuming a 7-calendar day agency review period (including discussion meeting with County staff) for the 60-percent and 90-percent submittals. The estimated time from the NTP to the 60-percent submittal is approximately 21-30 calendar days dependent on survey delivery from the County.

Our Professional Fee Schedule for the tasks outlined in the Scope of Services is as follows:

Task Number	Task Description	Fee
1	Data Collection, Coordination and Meetings	$1,155
2	Signing & Striping Plans	$5,180
3	Bid Documents	$0
4	Progress Submittals, Estimates and Deliverables	$1,280
	Total.....	**$7,615**

2012

FEE SCHEDULE

(Same as Calendar Year 2008)

Professional

Engineering Technician.....	$ 45.00
CADD Draftsman.....	$ 75.00
Designer.....	$ 88.00
Planner.....	$ 89.00
Hydrologist.....	$ 94.00
Project Engineer.....	$ 105.00
Project Manager.....	$ 115.00
Project Principal	$ 130.00

Administrative

Administrative Clerk.....	$ 27.00
Word Processor/Admin. Support.....	$ 42.00

Extraordinary reproduction, special printing and any other services performed by a subcontractor, will be billed at cost.

Construction

Construction Observer.....	$ 70.00
Resident Engineer.....	$ 105.00
Construction Manager.....	$ 100.00

Reimbursable In-House Costs (When Approved)

Photo Copies (B & W).....$0.07/Each

Thermal Plots.....$0.45/S.F.

Color Copies (up to 8.5"x11").....$1.50/Each

Mileage(when approved).....$0.49/mile

Color Copies (up to 11"x17").....$2.50/Each

Court Appearances, Expert Witness Testimony, Depositions and Preparation for Testimony $220.00 per hour.

ARTICLE II – INDEMNIFICATION CLAUSE: Engineer shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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 Engineer or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Engineer to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Engineer from and against any and all claims. It is agreed that the Engineer 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 Engineer agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Engineer for the County.

ARTICLE IV - INSURANCE REQUIREMENTS: Engineer and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Engineer, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Engineer from liabilities that might arise out of the performance of the work under this contract by the Engineer, his agents, representatives, employees or subcontractors and Engineer is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Engineer shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Engineer".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Engineer warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

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

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

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

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

All certificates required by this Contract shall be mailed directly to **Jeannie Sgroi, 1400 E. Ash St., Globe, AZ 85501** or email to Jeannie Sgroi at dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Engineers' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Engineer shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE V – 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 **Engineer's** employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). **Engineer** shall further ensure that each subcontractor who performs any work for **Engineer** under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of **Engineer** and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of **Engineer's** or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting **Engineer** to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, **Engineer** shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to **Engineer** approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Engineer shall advise each subcontractor of **County's** rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that **County** may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

ARTICLE VI – SCHEDULE & FEES: Upon receipt of the Notice to Proceed and all requested information (see Task 1 and assumptions) to be provided to CLW by the County, it is anticipated that completion of this study will take 45 calendar days, assuming a 7-calendar day agency review period (including discussion meeting with County staff) for the 60-percent and 90-percent submittals. The estimated time from the NTP to the 60-percent submittal is approximately 21-30 calendar days dependent on survey delivery from the County.

Our Professional Fee Schedule for the tasks outlined in the Scope of Services is as follows:

Task Number	Task Description	Fee
1	Data Collection, Coordination and Meetings	$1,155
2	Signing & Striping Plans	$5,180
3	Bid Documents	$0
4	Progress Submittals, Estimates and Deliverables	$1,280
	Total.	**$7,615**

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

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

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

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

ARTICLE IX – PAYMENT: The Scope of Services as outlined above will be performed on a lump sum basis with a not-to-exceed without written authorization budge of **$7,615.00**. Additional work, as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the **County** and the **Engineer**.

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

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

In return for the performance of the Contract by the **Engineer**, the **County** agrees to pay the amount of not more than **$7,615.00** including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

GILA COUNTY PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 102312

CLINE BOULEVARD SIGNING AND STRIPING PLANS

GILA COUNTY:

Don E. McDaniel 11/6/12

Don E. McDaniel , County Manager

C.L. WILLIAMS CONSULTING:

Signature of Engineer

CHARLES L. WILLIAMS

Print Name

APPROVED AS TO FORM:

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

Tommie C. Martin, District I Supervisor
610 E. Highway 260, Payson, AZ 85541
(928) 474-2029 Ext. 7100

Michael M. Pastor, District II Supervisor
1400 E. Ash St. Globe, AZ. 85501
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Shirley L. Dawson, District III Supervisor
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GILA COUNTY
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Don E. McDaniel Jr.,, County Manager,
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Phone (928) 425-3231 Ext.8761

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

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

PROFESSIONAL SERVICES AGREEMENT NO. HG854246-2
FAMILY PLANNING CONSULTING & WELL CHILD EXAMINATION SERVICES
BETWEEN
GILA COUNTY AND LORI BURKE, RN, FNP

AMENDMENT NO. 1

Effective January 01, 2012, Gila County and Lori Burke, RN, FNP, entered into a contract whereby Lori Burke, RN, FNP would provide Family Planning Consulting Services and Well Child Examination Services for Gila County Division of Health and Emergency Services.

The contract expires December 31, 2012. Per page 5, Article XI, of the contract, Gila County may agree to renew the contract for as many as two (2) additional one (1) year periods.

Amendment No. 1 will allow the contract term to be extended one (1) year from January 01, 2013, to December 31, 2013. Total annual compensation of contract shall not exceed $15,000.00.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 13TH day of NOVEMBER 2012.

GILA COUNTY :
GILA COUNTY MANAGER

Don E. McDaniel Jr.

CONTRACTOR:
LORI BURKE, RN, FNP

Lori Burke

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
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Joseph T. Heatherly, Finance Director
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FAX (928) 425-0319
TTY: 7-1-1

DIVISION OF HEALTH AND EMERGENCY SERVICES
5515 S. APACHE AVE, SUITE 300, GLOBE, AZ 85501

PROFESSIONAL SERVICES AGREEMENT HG854246-2
FAMILY PLANNING CONSULTING & WELL CHILD EXAMINATION SERVICES

THIS AGREEMENT, made and entered into this 1st day of **January**, **2012**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County,** and **Lori Burke, RN, FNP**, 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 I – SCOPE OF SERVICES: The subcontractor shall provide Family Planning Consulting Services and Well Child Examination Services for Gila County Division of Health and Emergency Services as follows:

FAMILY PLANNING CONSULTING SERVICES

The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for Family Planning Services (ADHS), Contract No. HG86146.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they posses experience as a Family Nurse Practitioner (FNP). If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Duties/Responsibilities

The subcontractor shall provide reproductive health consulting and physical examination services and shall sign routine standing orders and review medical protocols related to family planning, all in accordance with the ADHS contract and under the general direction of the Health Director of the Office of Health. The subcontractor acknowledges receipt of a copy of the ADHS contract and understands and agrees that all

services hereunder shall be provided in strict compliance with the ADHS contract. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses and Certified Family Nurse Practitioners.

The subcontractor shall:

1. Provide the County Health Department a copy of her current certifications and licensure requirements, current immunizations, current CPR card, and copies of all classes and certifications necessary to fulfill her responsibilities as the Nurse Practitioner.
2. Work collaboratively with a physician for consultation or referral on an as-need basis.
3. Sign an affidavit stating they have never been convicted of a felony or misdemeanor involving moral turpitude.
4. Attend the annual site visit by the state.
5. Follow all policies and procedures as defined by the Arizona Department of Health Services, Reproductive Health/Family Planning Program Policy and Procedure Manual.
6. Provide the County Health Department a list of clients and all data necessary for the quarterly quality assurance report monthly, along with an invoice for services provided that month by the 10th day of the following month.

WELLNESS EXAMINATION SERVICES

The subcontractor shall provide Wellness Examination Services and Immunizations to children, newborn to 2 years of age, under the general direction of the County Health Department Director.

- All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses and Certified Family Nurse Practitioners.
- The subcontractor shall provide the County Health Department a copy of certifications and licensure requirements, current immunizations, current CPR card, fingerprint and copies of all classes and certifications necessary to fulfill her responsibilities as the Nurse Practitioner.
- Work collaboratively with the Counties "Consulting Physician" for consultation or referral on an as-need basis.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they posses experience as a Family Nurse Practitioner (FNP). If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

GENERAL SCOPE

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 Health Department office.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

Non-Assignment

The subcontractor shall not assign any right or interest in this agreement without the Health Department Director's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the Director's prior written approval shall be void.

Independent Contractor

In providing services hereunder, the subcontractor is an independent contractor and shall not be deemed an employee of Gila County and shall not be entitled to any benefits provided to Gila 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.

ARTICLE II – FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the subcontractor a monthly fee of:

Family Planning Consulting

- Initial and annual exams $50.00 per visit
- Return/Follow-up visits $25.00 per visit

Well Child Examination Services

- $50.00 per child when a "Well Baby" clinic is held in Payson.

At the end of the first month this agreement is in effect and at the end of each month thereafter, the subcontractor will submit to the County a demand in the amount of the monthly fee.

ARTICLE III – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE IV - INDEMNIFICATION CLAUSE: To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

ARTICLE V – INSURANCE REQUIREMENTS: The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than $1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide Gila County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the subcontractor under this agreement shall be assigned. No rights or obligations of the subcontractor under this agreement shall be subcontracted by the subcontractor 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 and shall retain originals on file.

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

Any breach of subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting subcontractor to penalties up to and including suspension or termination of this Contract.

Subcontractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

ARTICLE IX – ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and A.R.S. § 35-391.06(A) the subcontractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration act and not on the Excluded Parties List.

ARTICLE X – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE XI – TERM: The term of the contract shall commence on January 1, 2012 and continue in full force and effect up through and including December 31, 2012, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE XII – PAYMENT: Subcontractor shall be paid per the fee schedule as stated in Article II of this agreement, but in no event shall payment exceed **$ 15,000.00** for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the subcontractor. Purchase orders sent to the subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

The subcontractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Subcontractor does not have a current W-9.

Invoices

All payment demands shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER

Don E. McDaniel Jr. 1/11/12

Don E. McDaniel Jr.

SUBCONTRACTOR

Lori Burke, RN, FNP

Lori Burke, FNP

Print Name

APPROVED AS TO FORM:

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

Tommie C. Martin, District I
P.O. Box 2297 Payson, AZ. 85547
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GILA COUNTY
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SERVICE AGREEMENT NO. 092812

WIRELESS BRIDGE LINKS FOR DISASTER RECOVERY-LABOR BETWEEN SHERIFF'S OFFICE/PUBLIC WORKS ADMIN BUILDING

THIS AGREEMENT, made and entered into this 13TH day of NOVEMBER 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Sentinel Technologies, Inc.**, 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 services described in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County I.T. Director or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work:

Per attached Attachment 1, Project Overview, which is incorporated into this Agreement by this reference.

Contractor shall provide services outlined in Attachment 1, Project Overview, which is incorporated into this Agreement by this reference.

Fee Schedule

Per Attachment 2, Budgetary Quote, which is incorporated into this Agreement by this reference.

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** or email to dsgroi@co.gila.az.us. 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 upon the direction of the I.T. Director and terminate ninety (90) days thereafter, unless canceled or extended as otherwise provided herein.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid $20,776.00 for completion of the service as described in Article 1 - Scope of Services.

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.

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

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of **Contract No. 092812,** 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

SENTINEL TECHNOLOGIES, INC.

Signature

Brad Faubion - GM Phx

Print Name

11-5-12

APPROVED AS TO FORM

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

Project Overview

Project Overview

This project includes Sentinel professional services to mount, configure, and integrate four (4) Exalt ExtendAir rc5005 wireless bridges to connect the Gila County Admin Campus network in Globe, Arizona to the Public Works building network. The bridges will be configured in two back-to-back point-to-point links with the center point being the County-owned communications tower atop Signal Peak. The other two endpoints will be mounted on new mounts provided with the radio equipment provided by Gila County.

Project Specific Requirements

Deployment Timeframes and Expectations

Sentinel has noted standard project timeline expectations:

- Normal project duration – 5 days

These standards may change depending on specific project requirements and will be noted below.

Nearly all tasks are considered non-disruptive to network operation and will be scheduled and performed during normal business hours of 9:00 am to 5:00 p.m. Monday through Friday, excluding Holidays. Tasks that are disruptive to network operations, including cutover of the network to the new wireless bridge links will be scheduled after normal business hours Monday through Friday.

During Project Changes: Any changes to scope will be presented and approved through Sentinel Project Management using the Project Change Request (PCR). Changes will not be performed until the PCR is approved for procedure and all budget and timeframe impacts are understood.

Remote Support: Sentinel's service estimate assumes remote access support through IP VPN connection. Without this access additional services may be occurred for optimization and tuning required pre and post installation

Sentinel Project Team and Implementation Process

Deployment Team and Sentinel Management

Sentinel will assign a complete project team for the project. Resources will be assembled and will remain with Gila County throughout each phase of the project. This will include, but is not limited to:

- Wireless Implementation Engineers
- Project Manager

Sentinel will provide a certified-climber for the tower and ground location installations.

Gila County will be setup with a call escalation plan and 24*7*365 call center coverage for any expediting of issues. This will include currently any project related issues or concerns.

Customer Overall Project Responsibilities and Assumptions

The following is a list of tasks and assumptions that Sentinel assumes have been completed by The Client prior to the installation of the above-mentioned project. Sentinel will only perform the following tasks; after a Project Change Request [PCR] has been signed by an authorized member of the Client's IT Staff.

- Designate a Single Point of Contact (SPOC) as project coordinator to work with the Sentinel engineer to be responsible for customer activities, milestone responsibilities, and project planning.
- Designate a backup when Customer contact is not available who has the authority to act on all aspects of the project in the absences of the primary contact.
- Customer team must be ready to respond to questions and requests for input and/or information within 8 hours of an information request from Sentinel.
- Notify Sentinel of any hardware and/or software upgrades or any other changes within Customer's network within at least seven (7) business days prior to the implementation or cutover after contract signature.
- During the life cycle of the project, notify Sentinel of any scheduled implementation activities within seven (7) business days of the scheduled activity.
- Confirmation of the completeness and accuracy of the information provided to Sentinel will be the responsibility of Customer. All design changes that need to be made as a result of incomplete or inaccurate information may result in changes to the project fees and schedule.
- Provide administrator-level access to the network switches to which the wireless bridges will connect and administrator-level access to layer-3 switching or routing devices at both endpoints for reconfiguration of routing across the wireless links.
- Provide wall or roof penetration points at each installation location to route wireless bridge cabling into the respective buildings and connect to network switching and power equipment.
- Provide about 4 feet of space at the top of the existing communications tower atop Signal Peak with a clear line of sight to each of the ground endpoints, including any needed tree trimming to clear the line of sight. If the line of sight is completely obscured and tree trimming is not possible and project must be terminated, then progress invoicing by Sentinel will occur only for services and expenses already incurred.

- Provide roof-top mounting space at each of the ground endpoint buildings for the non-penetrating roof mounts for the wireless radio equipment, rubber mats, and cinder block weights.
- Site Survey Requirement: Sentinel requires that a Site Survey be performed on any Wireless implementation both point to point and internal. If this proposal represents an estimate of required gear and effort, phase one of the engagement will be a Site Survey. Upon conclusion of the survey any changes to the effort will be communicated prior to the implementation phase of this project.
- Equipment Validation and Responsibility: Upon conclusion of the Site Survey any additions or deletions will be communicated to the client. If changes are required to already purchased equipment, this gear will be subject to the standard return and PCR processes.
- Conduit Requirements/Building Codes: Sentinel has only included running of cable neatly through the facility and not included any conduit requirements. If existing conduit is in place and space exists cabling will be run. If conduit is required this will be the responsibility of the customer.
- Grounding: a lightning grounding protection connection point must be within 20 feet of the installed mounts or additional charges will be applied.
- Multiple Trips: Sentinel has quoted a price including a single trip per link for installation. This means that complete building access will be required to all areas on the scheduled trip. Any subsequent trips as a result of access or facility/personnel issues beyond Sentinel's control will require additional costs to be approved by a Project Change Request.
- General Cabling: Customer provided network patch cables assumed.
- Power: Sentinel assumes all power conditioning, UPS systems and cables provided by the customer.
- Racks: Sentinel assumes the customer will provide all required rack equipment.
- Permits, Engineering & Access: Sentinel assumes all permits, Variances, Engineering analysis requirements, access to facilities, roof access, building warranty concerns or other site specific information and procedures will be the responsibility of the customer. Sentinel can assist as needed but will need to be informed of any requirements prior to the site survey to consider these within the validation process.

Scope of Work

Exalt Wireless Bridges

This project includes Sentinel professional services to mount, configure, and integrate four (4) Exalt ExtendAir rc5005 wireless bridges to connect the Gila County Admin Campus network in Globe, Arizona to the Public Works building network. The bridges will be configured in two back-to-back point-to-point links with the center point being the County-owned communications tower atop Signal Peak. The other two endpoints will be mounted on new mounts provided with the radio equipment provided by Gila County.

The following diagram illustrates the endpoint locations for each of the two bridge links.

The following are the major tasks to be performed by Sentinel during this project.

1. Perform a detailed wireless site survey with verification of line of sight, and detailed discovery of the connecting network switches and routers for each of the links, and advise the customer of any recommendations for the success of the project.

2. Consultation and design services to review the current environment and locations and desired network configuration and services.

3. Confirm design and implementation plan with customer.

4. Configure (4) Exalt ExtendAir rc5005 wireless bridges with the latest Exalt firmware software, preconfigure the bridges, test, and prepare for mounting.

5. Mount (1) ExtendAir rc5005 bridge atop the 911 operations building adjacent to the County Admin Complex using a non-penetrating mount and route the power over ethernet UTP cabling into the building, terminate cabling on the rc5005 bridge and the power injector within the building and connect to the network switch. Weather seal penetration point for cabling. Pre-align wireless bridge to the Signal Peak location.

6. Mount (1) ExtendAir rc5005 bridge atop the Public Works building using a non-penetrating mount and route the power over ethernet UTP cabling into the building, terminate cabling on the rc5005 bridge and the power injector within the building and connect to the network switch. Weather seal penetration point for cabling. Pre-align wireless bridge to the Signal Peak location.

7. Mount (2) ExtendAir rc5005 bridges atop the Signal Peak communications tower, using tower mounts and mounting brackets and route the power over ethernet UTP cabling into the communications building at the foot of the tower, terminate cabling on the rc5005 bridge and the power injectors within the building and connect each bridge back-to-back with crossover cabling between injectors and directly between bridges. Weather seal penetration point for cabling. Align wireless bridges to each of the ground endpoints at the 911 operations center building and also at the public works building.

8. Test and verify wireless bridge connectivity between the Signal Peak tower location and each of the ground endpoint buildings. Test and verify network switch to network switch connectivity between each of the ground endpoint buildings.

9. Reconfigure layer-3 routing between the County Admin Complex and the Public Works Complex to enable dynamic routing protocols across the wireless bridge links. Test and verify failover routing between wireless bridge links and wired wide area network links.

10. Provide written electronic documentation consisting of the design and as-built configurations for each of the wireless bridges and reconfigured network switches and routers.

11. Review the acceptance requirements with the Customer-assigned resource.

Project Acceptance

The Customer shall indicate its acceptance of the Service or Deliverable by signing the Project Completion Document. If multiple sites are included in the solution a separate Completion Document will be completed per site. Upon notification, Company has ten (10) working days to schedule appropriate personnel to review the particular Services performed and sign the Completion Document. Signing of this document, or the Customer's failure to respond within the designated ten (10) day period, signifies the Customer's acceptance of the Services performed. In order to refuse acceptance of the Services performed, the Customer must indicate non-acceptance on the Completion Document and immediately provide written notification to Sentinel, describing why Customer is rejecting the Services performed. Sentinel shall have ten (10) days after the receipt of such notice to correct the error given it is within Sentinel's scope to do so. Such time period to correct the error may be extended by mutual consent. Ongoing support and trouble ticket resolution will be the responsibility of the Customer.

ATTACHMENT 2

sentinel

Gila County

Budgetary Quote - Wireless Bridge Links Labor

Presented By:
Richard Moore
Sr. Account Manager
Sentinel Technologies, Inc.
(480) 897-5964
rmoore@sentinel.com

Architect:
James Kahalewai
Principal Solution Architect
Sentinel Technologies, Inc.
(480) 897-5951
jkahalew@sentinel.com

Sentinel Technologies, Inc.

AZ State Contract: ADSPO12-024651
S.A.V.E Contract: 10105 S

Survey Labor

# of Links to Survey in Sequence	2
Survey Labor	3,000.00

Wireless Radios Labor

Exalt ExtendAir Unlicensed Links	14,922.00	***Links***	***2***
Installation Budget	**14,922.00**	***Total***	***2***

TOTAL PROJECT

Site Survey Labor	3,000.00
Estimated Travel Expenses - Site Survey	982.00
Wireless Installation Total	14,922.00
Mounting Installation Labor (if necessary as determined by site survey)	1,872.00
Project Total	**20,776.00**

Confidential Information Property of Sentinel Technologies, Inc.

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

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

Shirley L. Dawson, District III
1400 E. Ash St. Globe, AZ. 85501
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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. 102312-1

FURNISH AND INSTALL JACKS AND CAMERAS FOR GILA COUNTY JAIL, GLOBE, AZ

THIS AGREEMENT, made and entered into this 13TH day of NOVEMBER, 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 Chandler, 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 services described in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County I.T. Director or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work:

Replace the broken microphone jack on intercom unit with an XLR jack and add two (2) cameras from new Woman's area to blank quads (both quads #3) in monitor 6 and monitor 7. Install coaxial jumper cables to modify video system.

Per Proposal No. 502062122961, dated October 2, 2012 by mention made a binding part of this agreement as set forth herein.

Fee Schedule

Material	$ 0.00
Labor	$ 640.00
Tax	$ N/A
Total	$ 640.00

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 mailed directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** or emailed to Jeannie Sgroi at dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The term of the agreement shall commence on the date the County Manager signs this agreement and terminate 45 calendar days later, unless canceled or extended as otherwise provided herein.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid $640.00 for completion of the service as prescribed in Article 1 - Scope of Services.

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.

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

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of **Contract No. 102312-1,** 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: 10/13/12

NORMENT SECURITY GROUP, INC.

Signature

Print Name

Date: 24 Oct 12

APPROVED AS TO FORM

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

10-22-12

Norment Security Group, Inc.
446 North Austin Drive, Suite 1
Chandler, Arizona 85226-2634
Phone: (480) 940-6970 Facsimile: (480) 753-3533

Proposal

Project: Gila County Jail - Globe
Location: Globe, AZ
Customer: Gila County Jail - Globe
Contact: Officer Turner
Phone No.: (928) 402-8637
Fax No.: cturner@co.gila.az.us

Prepared By: Matt Bauer

Date: Oct. 22, 2012
Time: 10:21
Proposal No.: 502062122961
Page: 1

Scope of Work: Replace the control room microphone jack
Add two (2) cameras from new Woman's area to blank quads (both quad#3) in monitor 6 and monitor 7

Inclusions: Coaxial jumper cables to modify video system, XLR jack to replace broken microphone jack on intercom unit

Exclusions:

Material/Labor Detail:

Item	Qty.	Manufacturer	Part Number	Description	Unit Price	Extended Price
1	8	Norment	RG	Installation and repair labor	$80.00	$640.00
2	2	Generic	Jumper cable	2 meter coaxial cables	$3.50	$0.00
3	1	Generic	Microphone jack	XLR Connector Female 3 Position Straight Panel Mount	$6.00	$0.00

Price Summary:

Materials:	$0.00
Tax:	$0.00
Labor:	$640.00
Subcontractor:	$0.00
Total This Proposal:	$640.00

Special Terms: Pricing is valid for a period of 90 days from the date of this proposal.
Payment terms are net 30 days from date of invoice.
Pricing includes a one-year warranty on parts and labor.
Standard freight (ground) is included and is F.O.B. destination

Proprietary
Norment Security Group, Inc.
Oct. 22, 2012

311.300.340.00, 4300.40

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
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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. 102412

REPEATER ANTENNA MAINTENANCE ON MOUNT ORD
TONTO NATIONAL FOREST, AZ

THIS AGREEMENT, made and entered into this 13TH day of NOVEMBER, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **C & M Communications**, 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 services described 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 Chief Engineer for the Gila County Flood District or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work

Refer to attached Quote Request 102412QR-Bidding Schedule, 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 the attention of Jeannie Sgroi at **Gila County Finance, 1400 E. Ash St., Globe, AZ, 85501**. Certificates may be emailed to Ms. Sgroi at dsgroi@co.gila.az.us. 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 expire 30 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid $6,844.54 for completion of the service as prescribed in Article 1 - Scope of Services.

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.

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

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of **Contract No. 102412,** 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

C&M COMMUNICATIONS

Signature

Christopher P. Sabol

Print Name

APPROVED AS TO FORM

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

JESSICA M MARTIN
Notary Public - Arizona
Gila County
My Comm. Expires May 22, 2015

11/5/12

BIDDING SCHEDULE

Quote Request No. 102412QR **Repeater Antenna Maintenance on Mount Ord, Tonto National Forest, AZ**

We agree to provide all work and material necessary to complete the project as shown in the scope of work above for the following contract price:

VENDOR NAME: C&M Communications

PHONE NUMBER: 928 472-9777 **EMAIL ADDRESS:** cmcommaz@aol.com

TOTAL CONTRACT PRICE, for the sum of $ 6844.54

WRITTEN TOTAL CONTRACT PRICE Six thousand eight hundred forty four ***Dollars***

and fifty four ***Cents.***

The above lump sum amount shall include all taxes.
No taxes shall be levied against labor.

Parts to be used are supplied by the following manufacturers;
Commscope\Andrew LDF4-50A hardline and L4TNM-PSA & L4TNF-PSA RF connectors
DB Products DB5001 & DB5007 side mount kits, DB-224C & DB-222B antennas
Sinclair SY303 antenna
Polyphaser IS-50-NX-C2, VHF50-HN
Commscope\Andrew 294500 ground kits & 294652 coax hangers.
Please note that delivery lead times for some items (antennas) can be extended due to necessity of delivery by truck freight.

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

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

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

GILA COUNTY
www.gilacountyaz.gov

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

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 102512-1

WEATHERIZATION PROJECT NO. HH#8502

THIS AGREEMENT, made and entered into this 13 TH day of NOVEMBER, **2012,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Noble Building LLC**, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of Weatherization Project HH#8502, 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 Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "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.

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** or 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** or email to dsgroi@co.gila.az.us,. 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 expire 90 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 4,322.97** 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. 102512-1 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: 11/13/12

NOBLE BUILDING LLC ~~INC.~~

Signature

Jedidiah Byron Tanenhaus

Print Name

Date: _____

APPROVED AS TO FORM

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

ATTACHMENT "A"

NOBLE BUILDING, L.L.C.
236 W. Thompson Road
PAYSON, AZ 85541

Estimate

10/4/2012

Daniel Prather
202 N. Whiting Drive
Payson AZ 85541
.
HH#8502

3

Description	Total
1) Air sealing (not required)	
2) Blow in an R-38 in entire attic	2,016.00T
3) Dense pack walls (not required)	
4) CFLs taken care of during audit	
5) Seal all ductwork to 1 Pascal or less	850.00T
6) Heat pump water heater (existing gas water heater)	
7) Refrigerator already good shape	
8) Low e storm (existing windows double pane)	
9) Install a Panasonic whisper continuos run fan	450.00T
10) Pressure balance bedrooms	500.00T
11) No cost low cost	250.00T

Accepted_____

Any alteration or deviations from the above specifications involving extra cost, material or labor will become an extra charge and will be determined before proceeding with the additional work or will be billed in the form of Time & Material ($45 per hour+ Material+ 15%+ sales tax).
Contractor agrees to complete the work in a substantial and workmanlike manner and in accordance with accepted industry practices and commercially accepted tolerances.
Contrractor makes no warranty, expressed or implied (including warranty of fitness for purpose), except as expressly stated in this contract or as required by the Arizona statutes and regulations applicable to contractors as the date this contract is signed.
Any disputes between the parties shall be resoved under the laws of Arizona, in the courts of Gila County. Prevailing party shall receive resonable attorny's fees, costs and intrest.
This written contract constitutes the entire agreement beyween the parties.

Subtotal	$4,066.00
Sales Tax (6.32%)	$256.97
Total	$4,322.97

excepted

Phone #	Fax #	E-mail
(928) 478-0059	(928) 478-4514	noblebuildingllc@yahoo.com

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

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

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

GILA COUNTY
www.gilacountyaz.gov

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

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 102512-2

WEATHERIZATION PROJECT NO. HH#8644

THIS AGREEMENT, made and entered into this 13TH day of NOVEMBER, **2012,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Noble Building LLC**, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of Weatherization Project HH#8644, 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 Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "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.

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** or 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** or email to dsgroi@co.gila.az.us,. 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 expire 90 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 5,826.34** 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. 102512-2 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: 11/13/12

NOBLE BUILDING LLC INC.

Signature

Judicial Byron Tannehill

Print Name

Date: _____

APPROVED AS TO FORM

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

ATTACHMENT "A"

236 W. Thompson Road
PAYSON, AZ 85541

Estimate

10/4/2012

Natasha Vandonselaar
812 N. Coldcord
Payson AZ 85541
.
HH#8644

Description	Total
1) Air Sealing	
2) Blow in an R-38 in entire attic	2,100.00T
3) Dense pack side walls (this is not necessary there is insulation in the walls)	2,280.00T
4) CFL (this was taken care of during initial audit)	
5) Seal all ductwork to 1 Pascal or less	
6) Heat pump water heater can not be done (do not have room)	850.00T
7) New refrigerator not needed	
8) Unable to do low e storm windows for $15 per square foot	
9) No cost low cost	
	250.00T

Accepted_____

Any alteration or deviations from the above specifications involving extra cost, material or labor will become an extra charge and will be determined before proceeding with the additional work or will be billed in the form of Time & Material ($45 per hour+ Material+ 15%+ sales tax).
Contractor agrees to complete the work in a substantial and workmanlike manner and in accordance with accepted industry practices and commercially accepted tolerances.
Contractor makes no warranty, expressed or implied (including warranty of fitness for purpose), except as expressly stated in this contract or as required by the Arizona statutes and regulations applicable to contractors as the date this contract is signed.
Any disputes between the parties shall be resoved under the laws of Arizona, in the courts of Gila County. Prevailing party shall receive resonable attorny's fees, costs and intrest.
This written contract constitutes the entire agreement beyween the parties.

Subtotal	$5,480.00
Sales Tax (6.32%)	$346.34
Total	$5,826.34

excepted _____

Phone #	Fax #	E-mail
(928) 478-0059	(928) 478-4514	noblebuildingllc@yahoo.com

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

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

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

GILA COUNTY
www.gilacountyaz.gov

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

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 102512-3

WEATHERIZATION PROJECT NO. HH#9057

THIS AGREEMENT, made and entered into this 13TH day of NOVEMBER, **2012,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Noble Building LLC**, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below of Weatherization Project HH#9057, 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 Attachment "A" by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "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.

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** or 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** or email to dsgroi@co.gila.az.us,. 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 expire 90 days thereafter.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 13,458.41** 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. 102512-3 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: 11/13/18

NOBLE BUILDING LLC

Signature

Jedidiah Byron Tanenhaus

Print Name

Date: _____

APPROVED AS TO FORM

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

ATTACHMENT "A"

236 W. Thompson Road
PAYSON, AZ 85541

Estimate

10/2/2012

Nicla DeAstis
413 E. Alpine
Payson AZ 85541

HH#9057

Description	Total
1) Removal and proper disposal of existing gas furnace in mobile closet. Installation of 95% AFUE condensing gas furnace in attic space suspended from roof structure. Supply air ducting will utilize some existing ceiling registers from existing evap cooler, and a new supply air register will be added in areas without. New return air filter grill will be added in place of existing attic scuttle. Installation includes gas line ran to equipment with shut-off valve and flex line, dedicated, electrical circuits for each piece of equipment, all necessary labor, travel, proper conversions for use with LP gas at high altitude, new digital programmable thermostat, new PVC flue line and insulated condensation line will be ran to daylight, system evacuation, and system start-up.	7,200.00T
2) Air sealing	1,200.00T
3) Blow in an R-38 in entire attic and necessary repairs to insulate	1,808.40T
4) No cost low cost	250.00T
5) Grade around house to help keep rain water away from house	900.00T
6) Install new 30gal electric water heater	1,300.00T

Thank you

Any alteration or deviations from the above specifications involving extra cost, material or labor will become an extra charge and will be determined before proceeding with the additional work or will be billed in the form of Time & Material ($45 per hour+ Material+ 15%+ sales tax).
Contractor agrees to complete the work in a substantial and workmanlike manner and in accordance with accepted industry practices and commercially accepted tolerances.
Contrractor makes no warranty, expressed or implied (including warranty of fitness for purpose), except as expressly stated in this contract or as required by the Arizona statutes and regulations applicable to contractors as the date this contract is signed.
Any disputes between the parties shall be resoved under the laws of Arizona, in the courts of Gila County. Prevailing party shall receive resonable attorny's fees, costs and intrest.
This written contract constitutes the entire agreement beyween the parties.

Subtotal	$12,658.40
Sales Tax (6.32%)	$800.01
Total	$13,458.41

excepted _____

Phone #	Fax #	E-mail
(928) 478-0059	(928) 478-4514	noblebuildingllc@yahoo.com